

Sales Agreement and Disclaimer

By purchasing goods from **ATV Edmonton Motorsports Ltd.** you agree and acknowledge the following:

1. Waiver of Liability

All vehicles and all parts and materials are inherently dangerous in handling, operation, assembly and servicing. It is your responsibility to always check mechanical condition of the purchased item and to ensure that the purchased item is properly maintained and serviced.

Always check the mechanical condition of the purchased item after the first use. Make sure that all joints are properly functioning, all bolts and connections are tied, and tires maintain proper pressure and all parts are operational. Most purchased items are shipped from the manufacturer in a disassembled state and all parts and joints of the purchased product may require to be tied or tightened after initial use to ensure that they are fitted in properly. All vehicles, with the exception of electrical scooters (power assisted bicycles) and gasoline scooters are for off-road use only. By taking ownership of this product you agree that ATV Edmonton Motorsports Ltd., its officers, directors and employees (from now referred to as ATV Edmonton) shall not be held liable for any damages, loss, or expense of any kind, arising out of or resulting from your possession or use of the items sold whether such liability is based in tort, contract, or otherwise. In no event, including, without limitation, a negligent act, shall ATV Edmonton be liable to the user for any direct, indirect, special, incidental, consequential, arising out of or in any way related to the materials, parts or any products or services sold.

You specifically agree to bear all risks associated with the use, possession, ownership and handling of the purchased product(s) and specifically agree not to commence any legal action against ATV Edmonton claiming any liability of ATV Edmonton for any damages, loss, or expense of any kind, arising out of or resulting from your possession, ownership, use or handling of the items sold whether such liability is based in tort, contract, or otherwise.

Parental supervision is always suggested for all children under the age of 18. It is solely the owner's responsibility to ensure that all users of any products always wear proper protective gear when riding, servicing or repairing any items sold and obey all laws. Batteries should not be stored in freezing temperatures for lengthy periods of time.

Warning Labels

You acknowledge and agree that the purchased vehicle is never to be operated by a child without supervision and that it is solely your responsibility to ensure that any user(s) of the purchased item, including any child, always wear protective clothing approved for off road vehicles when riding, such as helmets, eye protection, gloves, boots, long pants, long sleeved shirt or jacket, never carry a passenger (unless otherwise outlined by the manufacturer), take time to learn and practice, do not drink and ride, stay within physical limits, do not operate on public roads or paved surfaces (excepting power assisted bicycles and gasoline scooters), do not remove hands and feet from the handlebars/ footrests, do not operate at excessive speeds, use extra care on unfamiliar terrain, use extra care when in poor conditions, or rough, slippery, or loose terrain, do not attempt wheelies, jumps, or stunts, or dangerous maneuvers, turn at low speeds, learn safe controlled skidding, avoid excessively steep hills, never operate the ATV in fast-flowing water, maintain proper tire pressure, maintain vehicle in safe condition, do not modify the vehicle, **comply with all warning labels on all products.**

Athletic ability, mental and emotional maturity must be determined by the parents before allowing children to use any purchased items.

2. Warranty

The parts of all new vehicles sold are warrantied to be free from defects in materials and workmanship, subject to the following exclusions and limitations. New vehicles sold to original retail consumers are covered by this policy for a period of **six (6) months** from the date of delivery.

There is no mileage limitation. Vehicles used in rental service or for certain commercial purposes are specifically excluded from this policy.

Items and conditions that are specifically excluded from this warranty program are:

1. Damage caused by accidents, misuse, negligence, improper vehicle operation.
2. Any modification or alteration to any standard specifications or equipment or original design.
3. Any repairs made by an unauthorized dealer or service firm.
4. Use of non-genuine parts (parts not manufactured by the same manufacturer as the purchased item).
5. Damage caused by failure to perform factory scheduled service maintenance.
6. Damage that occurs as a result of improper storage.
7. Damage caused by the use of improper fuel or lubricants, and/or failure to use proper oil/gas mixture on two stroke models.
8. There is additional damage caused by the failure of the owner to immediately cease use and bring the Product in for repairs when the problem should have been noticed.
9. The owner has not followed the required break in and maintenance procedures (or cannot provide acceptable evidence of same), or
10. If the Products are or have been used for rental, commercial or other business use (this warranty to apply with respect to personal use only).

The following parts are specifically excluded from warranty coverage:

This warranty is for parts and major components, but excepts normal wear and tear, failed or damaged consumables such as tires, headlamps, light bulbs, brake or brake parts or brake linings, batteries, hoses, belts, chains, clutch plates and facings, gaskets, spark plugs, filters, body panels, seat, hand grips, bumpers, nuts, bolts, pins, cables, rubber parts, sprockets, external springs and normal adjustments not required due to manufacturer defect. This warranty shall begin on the earlier of the dates a Customer takes delivery of a Product or the date the Product was first put into service (for example, as a demo).

All defective parts will be replaced free of charge during six months period however standard S&H fee will be collected. Fee will cover shipping and handling only. Replacement part(s) will be supplied at no charge.

Labour cost is not covered on all vehicles purchased. Warranty covers replacement parts only.

During the warranty period, ATV Edmonton's obligations shall be limited, at its option, to the parts requiring replacement of any warranted component which it determines to be subject to an apparent or latent defect in material or workmanship which would have existed at the time of manufacture. The warranty period on the replaced component will be that time remaining of the original warranty period for the original subject component.

If a component is deemed to be defective upon inspection by ATV Edmonton, ATV Edmonton will process the warranty of the supplier, or with respect to Products, at its option, ATV Edmonton will replace the defective component providing that the warranty request form has been completed and authorized as is required. ATV Edmonton will not be responsible for inconvenience, loss of time, loss of income or loss of use of the product or any consequential damage of any kind, storage

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costs, or transportation and shipping costs related to the performance of this warranty. IN NO EVENT SHALL ATV Edmonton Motorsports Ltd., BE LIABLE FOR PERSONAL INJURY, DAMAGE OR DEATH, OR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES CONNECTED WITH THE FAILURE OF ANY PRODUCT(S) COVERED UNDER THIS WARRANTY. Except as expressly set forth above, ATV Edmonton Motorsports Ltd. makes no warranties, express, implied, or statutory. The foregoing warranty supersedes all other warranties or conditions express or implied, dated, or undated, and shall constitute ATV Edmonton Motorsports Ltd.'s sole liability and are in lieu of all other warranties and conditions regardless of whether they be written or verbal, statutory, express or implied, including the implied conditions of reasonable fitness for purpose, merchantability and correspondence with description. Without limiting the foregoing, ATV Edmonton Motorsports Ltd.'s liability on any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of the components shall in no case exceed the price allocable to the components or part thereof, which gives rise to the claim. ATV Edmonton reserves the right to change or improve the design of a warranted component without obligation to make modifications to or replace previous models of that component already sold.

3. Execution by Purchaser

I, the Purchaser of the above noted item(s) being above the age of 18 years of age or the parent of a child under the age of 18 years of age, agree to all terms set out herein above and specifically agree and acknowledge as follows:

I acknowledge and understand that riding an ATV, Go Kart, Mini Chopper, Dirt Bike, Motorcycle, Pocket Bike, Electrical Scooter and Gasoline Scooter (from now referred to as VEHICLE(s)) is a dangerous activity that requires strenuous exercise and various degrees of skill and experience for individual riders. I understand that these activities can result in serious injury to the person and damages to property and voluntarily assume any and all risk associated with loss, damage or injury while riding these VEHICLES.

I am aware of the risks, hazards and dangers of personal injury, death and disability inherent with the specific use of VEHICLES as well as those inherent risks, hazards and dangers of personal injury, death and disability. I am aware that the usual risks, hazards and dangers of personal injury and disability increase with inexperience.

I hereby agree to release and forever discharge ATV Edmonton and all other persons or entities acting on their behalf from any and all claims, actions, damages, liability, cost or expenses and attorney fees which are related to, arise out of, or are in any way connected to my participation or use of the VEHICLES, use of equipment or property supplied by ATV Edmonton Motorsports Ltd., and/ or my presence upon ATV Edmonton Motorsports Ltd. premises, whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of the seller, the manufacturer or the distributor. By this AGREEMENT, it is my intention to surrender and waive any rights to sue or exercise any legal right to seek damages from ATV Edmonton and all other persons or entities acting on their behalf.

This AGREEMENT shall be affecting and binding upon my heirs, agents, personal representatives and assigns.

I hereby certify that I am over the age of 18 years of age. I have carefully read the foregoing and acknowledge that I understand and AGREE to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this AGREEMENT and the effect of the same. I am aware that by purchasing this item and sending/remitting payment for it/them, I assume all risk and waive and release certain substantial rights that I may have or possess. I therefore release all liability and waive all rights I may have in regards to my child's activities with the above item(s).

I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights by agreeing to this waiver and have brought it freely and voluntarily without any inducement, assurance or guarantee being made to me. My purchase is to be considered as a complete and unconditional release of all liability to the greatest extent allowed by law.

ATV Edmonton Motorsports Ltd.

ALWAYS KEEP SAFETY FIRST

I have read and understand the preceding precautions and warnings.

I do agree to and accept the terms of the warranty and waiver of liability agreement set out herein.

Customer Information (Please Print)

Name: _____

Address: _____

City: _____

Prov/State: _____ Postal/Zip: _____ Phone #(____) _____

Signature: _____ Date: _____

Product: _____ Model: _____

Serial #: _____