



POLARIS INDUSTRIES RIDE APPLICATION AND WAIVER FORM **A Message About Privacy from Polaris Industries**

OUR PHILOSOPHY

As a company, Polaris Industries respects you, the consumer, as our primary asset. We value the information you share with us. Your opinions help drive our company – from product development through customer communications. We strive to make every communication an opportunity for dialogue, and as relevant as possible. We comply with recommendations outlined by the Direct Marketing Association Department of Ethics and Consumer Affairs.

HOW WE USE CONSUMER INFORMATION

Postal Addresses:

- We may solicit your opinion on different issues relating to Polaris.
- We may send you periodic mailings with information on new Polaris products, services, or information on upcoming Polaris events.
- From time to time. We may share names and geographic addresses with other reputable companies who have offers we think may interest you. These marketers may in turn contact you.

Telephone Numbers:

- Again, we may solicit your opinion on different issues relating to Polaris.
- You may receive telephone contact from us with information regarding your purchases, new products and services or information on upcoming events.

E-Mail Addresses:

- The e-mail addresses we collect are used to contact existing or potential customers. Consumer-provided e-mails are kept only for the purpose of providing consumer advice and assistance. We will not share e-mail addresses you give us with other marketers unless you agree.

Photos / Videos:

By signing this document you hereby agree as follows:

- I give and grant to the above-named Advertiser and the above-named Ad Agency ("Agency") and their respective licensees, successors and assigns (herein collectively called ("Licensed Parties"), the right to use, publish and copyright my name, picture, likeness and on-camera performance or portrayal with or without my name and/or a fictitious name in all forms of advertising and promotion for Advertiser and Advertiser's product(s) and/or service(s) in the Media and in the Territory during the Term, as set forth above. In connection with this grant, I will make myself available for photography or filming, as applicable.
- I agree that all photographs of me used and taken by the Licensed Parties are owned by the Licensed Parties and that the Licensed Parties may copyright material containing the same. If I should receive any print, negative or other copy thereof, I shall not authorize use of such print, negative or copy by anyone else.
- I agree that no advertisement or other material need be submitted to me for approval and I also agree that I will not make any claim for any distortion, retouching or illusionary effect resulting from the publication of my picture, portrait or likeness.

OPT-OUT

If you would like us to remove your name from our lists, please write to us at:
Privacy Administrator; Polaris Industries; 2100 Highway 55; Medina, MN 55340

To remove your name, address and/or telephone number from mailing and/or telemarketing lists nationwide, contact:
Mail Preference Service / Telemarketing Preference Service; Attn: Dept. 5365275; Direct Marketing Association; P.O. Box 282; Carmel, NY 10512

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

THIS DEMONSTRATION RIDE IS CONDUCTED ON POLARIS EQUIPMENT, SUCH AS SNOWMOBILES, ALL-TERRAIN VEHICLES, RANGERS, VICTORY MOTORCYCLES OR PROFESSIONAL SERIES VEHICLES ("EQUIPMENT") THAT CAN BE DANGEROUS AND INVOLVE RISKS, DANGERS AND HAZARDS IN ADDITION TO THOSE NORMALLY ASSOCIATED WITH RIDING ON OTHER TYPES OF EQUIPMENT. TO RIDE POLARIS' EQUIPMENT, YOU ARE REQUIRED TO SIGN THIS AGREEMENT. BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU SUFFER INJURY OR DEATH.

In consideration for being permitted to participate in the Polaris demonstration ride, I hereby agree as follows:

1. ASSUMPTION OF RISK.

I am aware that the Polaris demonstration ride takes place on mechanical Equipment that poses inherent hazards and is conducted on land or lake trails that pose additional risks, dangers and hazards. The demonstration rides may be conducted on terrain or on lakes that involve many risks, dangers and hazards, including, but not limited to: trees and tree stumps; creeks; rocks and boulders; forest deadfall; holes and depressions on or beneath the land or snow surface; cliffs; variable and difficult snow, ice, land; crevasses; travel on roads; road banks, fences, and other man-made structures; changing weather conditions; encounters with hunters or domestic or wild animals; drowning; falling; negligence of other persons; mechanical failure of Polaris Equipment, impact or collision with other persons or Equipment; failure to operate Equipment safely or within one's own ability; AND NEGLIGENCE ON THE PART OF POLARIS, INCLUDING THE FAILURE BY POLARIS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THESE DEMONSTRATION RIDES, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I AGREE TO FOLLOW THE INSTRUCTIONS GIVEN BY POLARIS IN OPERATING THE EQUIPMENT. HOWEVER, I AM NOT RELYING ON ANY OF POLARIS' TRAINING OR OTHER INFORMATION OR PROMISES BY POLARIS OTHER THAN WHAT IS IN THIS AGREEMENT IN DECIDING TO PARTICIPATE IN THIS DEMONSTRATION RIDE OR IN SIGNING THIS AGREEMENT.

2. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

A. **I AGREE TO WAIVE ANY AND ALL CLAIMS OF ANY KIND** that I have or may in the future have, whether directly or by subrogation or otherwise, against Polaris (or any of its affiliates, employees, agents or directors) (collectively, "Polaris"), and **TO RELEASE POLARIS** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the demonstration ride DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF POLARIS, OR THIRD PARTIES AND ALSO INCLUDING THE FAILURE ON THE PART OF POLARIS TO TRAIN ME OR SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

B. **I AGREE TO HOLD HARMLESS AND INDEMNIFY POLARIS** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the demonstration ride;

C. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;

D. I expressly waive any benefits I may have under Section 1542 of the California Civil Code, or any other law, that provides that a general release does not extend to claims with I do not know or suspect exist in my favor at the time of execution of this release, with if known by me must have materially affected my decision to sign this Agreement.

E. I undertake, during the time I shall have the Polaris equipment under my possession, to respect and comply with all rules and regulations governing the use of the Polaris equipment, to safely ride, not to ride under the influence of alcohol, drugs or anything that could impair my actions.

F. Any litigation between Polaris and me relating to the demonstration ride or this Agreement (whether arising under this Agreement or any statute, regulation, ordinance, or other rule of law or otherwise) shall be solely and finally settled by arbitration in Minneapolis, Minnesota, in accordance with the United States Arbitration Act (9 U.S.C. § 1 et. seq.), and the rules of the American Arbitration Association and Minnesota law; and

G. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST POLARIS.

First Name _____ Last Name _____

Street Address _____ Apt. Number _____

City _____ State _____ Zip _____ Phone# _____

Driver's License State and Number _____

Date of Birth _____ E-Mail Address _____

PRINT NAME _____

SIGNATURE _____

DATE _____