

## Waiver and Release

Dealer Code: B6208  
Dealer Name: CAM CLARK FORD SALES  
Event Name: Red Deer Royals Concert & Marking Show Band



Event Date: May 27<sup>th</sup>, 2017

### Pre Survey

Please tell us your gender:  Male  Female

Please tell us your age:

Under 25  25-29  30-34  35-39  40-44  45-49  50-54  55-59  60-64  65-74  75+

What is the make/model of your current vehicle?

Make \_\_\_\_\_

Model \_\_\_\_\_

When do you plan to acquire your next vehicle?

0-3 Months  4-6 Months  7-12 Months  13-24 Months  More than 24 Months  No Definitive Plans

What is your overall opinion of Ford on a scale of 1 to 10, where 1 is poor and 10 is excellent? [Circle One]

1      2      3      4      5      6      7      8      9      10

### Post Survey

I just test drove [or rode in] the following Ford vehicle[s]

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Fiesta         | <input checked="" type="checkbox"/> Fusion  | <input checked="" type="checkbox"/> Escape | <input checked="" type="checkbox"/> F150 |
| <input type="checkbox"/> CMAX           | <input type="checkbox"/> Fusion Hybrid      | <input type="checkbox"/> Edge              | <input type="checkbox"/> Super Duty      |
| <input type="checkbox"/> CMAX Energi    | <input type="checkbox"/> Fusion Energi      | <input type="checkbox"/> Flex              | <input type="checkbox"/> Transit Connect |
| <input type="checkbox"/> Focus          | <input checked="" type="checkbox"/> Mustang | <input type="checkbox"/> Explorer          | <input type="checkbox"/> Transit         |
| <input type="checkbox"/> Focus Electric | <input type="checkbox"/> Taurus             | <input type="checkbox"/> Expedition        |  |

How likely are you to consider purchasing a Ford, on a scale of 1-10 where 1 is definitely will not consider and 10 is definitely will consider? [Circle One]

1      2      3      4      5      6      7      8      9      10

How did you hear about this event?

- Invitation from dealer  Invitation from organization  Family/Friend  Drive-by  
 Website  Social Media (which): \_\_\_\_\_  Other: \_\_\_\_\_

After today's event what is your overall opinion of Ford on a scale of 1 to 10, where 1 is poor and 10 is excellent? [Circle One]

1      2      3      4      5      6      7      8      9      10

[ ] Check here to receive communications, including emails, from Ford Motor Company of Canada, Limited (Ford of Canada), the Lincoln Motor Company\* (Lincoln), and (CAM CLARK FORD SALES) ("Dealer") about them and their products, services, events, news, updates, offers, promotions, customized ads and more. You may withdraw consent at any time. Ford of Canada is seeking consent on its own behalf and on behalf of Dealer. Ask a representative to review our Privacy Policy, including your right to access or correct your personal information, opt-out (deletion from marketing lists), our service provider practices and storage of data in the U.S. or you may also contact a Customer Service Representative at 1-800-565-FORD (3673) or write us at The Canadian Road P.O. Box 2000, Oakville, Ontario, Canada L6K 0C8. You may contact Dealer at [417 LANTERN STREET, Red Deer AB. T4E0A5, 403-343-3673] \* Ford Motor Company of Canada, Limited carries on business as the Lincoln Motor Company.

# Waiver and Release

First Name	Last Name	
Community Partner	Red Deer Community Band Society	
Participant's Home Address		
City	Province	Postal code
Email	Phone ( )	

In consideration of riding in one or more automobiles at the Ford Drive 4 UR Community event [the "Event"] and otherwise participating in the Event, I, \_\_\_\_\_, the undersigned, on behalf of myself and anyone who obtains any rights from or through me, acknowledge, represent and agree as follows:

## 1. Assumption of all risks

I fully understand that the use, riding in, operation, inspection or testing of said automobile or automobiles or other participation in the Event [collectively, the "Activities"] can be HAZARDOUS, and involve known and unanticipated risks that could result in BODILY INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to myself, my property, and to other third parties and their property, which may be caused by my own actions, or inactions, those of others participating in the Activities, the vehicle[s], roads, surfaces, facilities, weather, other vehicles, persons or obstacles, and other conditions in which the Activities take place, or the negligence or misconduct of any of the "Releasees" named below [including, without limitation, the negligence or misconduct of the driver or passengers of the vehicle on which I am a passenger]; and I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, injuries, death and/or damages I, or any third parties incur as a result of my participation in the Activities, even if such injuries, death or property damage occurs in a manner that is not foreseeable at the time I sign this release. I represent that I understand the nature of the Activities, including, without limitation, the inherent dangers of driving or being a passenger in a vehicle on public roads.

## 2. Release and Discharge

I hereby forever and irrevocably RELEASE, DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS Ford Motor Company of Canada Limited ["Ford"], (CAM CLARK FORD SALES, Red Deer Community Band Society) Match MG Canada Inc., and all of their respective parent, affiliates, subsidiaries, officers, directors, managers, representatives, agents, employees and successors and assigns [collectively, the "Releasees"], from and against any and all actions, causes of action, claims, damages, losses, demands, or liabilities of whatever kind and nature, including but not limited to bodily injury, death or property damage [collectively, "Losses"] arising from, or in any way connected to, the undersigned's participation in the Activities, including, but not limited to Losses caused or alleged to be caused by, in whole or in part, by the NEGLIGENCE OF ANY RELEASEE or otherwise. Losses also include all costs, losses or expenses in connection therewith arising from, or by reason of, any property damage arising out of any accident or occurrence during, or in connection with, said Activities, whether negligent or otherwise. I understand that I may hereafter discover claims, facts, matters and/or Losses in addition to or different from those that I now know or believe to be true with respect to the Activities and the matters discussed herein. Nevertheless, I intend to fully and completely waive and release the Releasees from all such unknown claims, matters and Losses. I AGREE NOT TO SUE any Releasee or cause any Releasee to be sued regarding any matter released herein.

## 3. Certification

I certify that:

- (i) I am 18 years of age or older, I have a valid driver's license and am authorized to drive in the province in which the Event is being conducted;
- (ii) I have valid automobile insurance throughout the testing period that covers my operation of the automobile[s] during the Event;
- (iii) I am not aware of any medical condition or other circumstance that may impair my ability to participate in the Activities or that would make my participation in the Activities an undue risk to myself, other participants in the Activities, Releasees and/or any other person; and
- (iv) Prior to participating in the Event I have not consumed, and during the Event I will not consume, any alcoholic beverages or illegal substances.

## 4. Compliance with Laws

I agree to obey all applicable motor vehicle laws, codes and regulations and to exercise the same caution and prudence that I would employ in using any personally owned vehicle [but no less than a reasonable care] and further agree not to permit anyone to drive the automobile[s].

## 5. Use of Safety Belts and Restraints

I agree to ensure the proper use of safety belts and child safety restraints for all occupants of the automobile[s]. I agree to follow all directions and/or instructions given by the Releasees.

## 6. Medical Treatment Authorization

I hereby authorize medical treatment deemed necessary if I incur any injury or illness while participating in the Activities. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. Notwithstanding the foregoing, this instrument does not impose any obligation [beyond any applicable legal requirements] on any of the Releasees to act in the event of a medical emergency involving myself and I hereby WAIVE AND RELEASE the Releasees from any and all Losses of any kind whatsoever, whether caused by the Releasees' negligence or for any other reason, arising out of or in connection with any illness, bodily injury or death to myself in any way related to Releasees' actions or failure to act in furtherance of this grant of permission to Releasees to obtain medical treatment on my behalf.

## 7. Media Use Release

I hereby:

- (a) grant permission to the Releasees the right to my name, voice, physical likeness [in any format, including photograph and video, whether taken/recorded by the Releasees or taken/recorded by me and provided to the Releasees] and personal opinions/statements expressed regarding Ford and its vehicles, features, and services [the "Material"];
- (b) acknowledge and agree that I will not acquire or otherwise retain any copyright or other intellectual property or commercial rights, including moral rights to, or in, my Material;
- (c) acknowledge and agree that the Material, and translations thereof, may be used by the Releasees as often and for as long as the Releasees consider appropriate in their sole and absolute discretion;
- (d) acknowledge and agree that I will not receive any fee, royalty, or other compensation for the use of the Material, and translations thereof, by the Releasees;
- (e) acknowledge and agree that the Releasees can use the Material [and translations thereof], in whole or in part, without notice and further consent, in any media, including and without limitation, in broadcast [e.g. television, radio and web], and in any form, such as the use of my image [photograph or video], voice, and/or written representations;
- (f) waive any right inspect and/or approve the finished product or the advertising copy that may be used in connection therewith;
- (g) certify that the content of the Material is original to me, true, based on my personal knowledge and experience, does not refer to or depict any persons or entities [other than myself and Releasees] without their express permission, does not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity [other than me], was created in a legal and safe manner, and is owned by me;
- (h) acknowledge and agree that I am aware that only part of the Material may be used by the Releasees, and to that end, I confirm that each statement and representation in the Material is true, even if reproduced on its own and without reference to the entirety of the Material;
- (i) understand and agree that I will not be given an opportunity to select whether the Material, and translations thereof, will be used in whole or in part, and where only used in part, I acknowledge and agree that I will not be given an opportunity to decide which part will be used; and
- (j) release, forever discharge and agree to save harmless, the Releasees from any action, cause of action, or claims arising to date or in the future in which I may have by reason of any cause, matter or thing whatever existing or arising in connection with the use of the material.

## 8. General

I hereby forever and irrevocably waive and all rights, if any, to rescind, limit or disaffirm this instrument. If any provision hereof is unenforceable, it shall be modified to the extent reasonably necessary to make the provision legal, valid and binding, and the remainder of this instrument shall remain enforceable to the full extent allowed by law. No statements regarding the effect of this instrument, not contained in this instrument, shall modify the terms hereof. I make these representations with the full understanding that the Releasees are relying on these representations. In any proceeding or other attempt to enforce, construe or to determine the validity of this instrument, the non-prevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable legal fees and costs. This Release shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to conflict of laws principles. Sole and exclusive jurisdiction and venue for any dispute concerning this Release shall be in Ontario, Canada, and I hereby submit to sole and exclusive personal jurisdiction of such courts for any such dispute and irrevocably waive any and all rights to object to such jurisdiction.

THE EVENT STAFF RESERVES THE RIGHT TO REFUSE ANY PARTICIPANTS DEMONSTRATING UNRULY OR INAPPROPRIATE BEHAVIOUR THAT MAY RESULT IN INJURY TO THEMSELVES OR OTHERS OR DAMAGE TO PROPERTY. THE POSSESSION OR USE OF ANY ALCOHOLIC BEVERAGES OR ILLEGAL SUBSTANCES WILL RESULT IN THE AUTOMATIC DISQUALIFICATION OF THE PARTICIPANT FROM THE EVENT. SUCH DETERMINATIONS OF REFUSAL/DISQUALIFICATION SHALL BE AT THE SOLE DISCRETION OF THE FORD DRIVE AND EVENT STAFF, WHOSE DECISIONS SHALL BE FINAL IN ALL RESPECTS.

The terms and provisions of this instrument shall be binding upon the heirs, executors or administrators of the undersigned and anyone who obtains any rights from or through the undersigned. I acknowledge that I have read and fully understand all of the foregoing, I am responsible for my actions, and understand that I have given up substantial rights by signing this instrument and have signed it freely and without any inducement or assurance of any nature and intend it be a COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY to the greatest extent allowed by law. I acknowledge that I have been offered the opportunity not to participate in the Activities if I do not wish to execute this instrument.

May 27, 2017

Print Name

Signature

Date

Valid driver's license presented. [To be checked when this is done]

\* Ford Motor Company of Canada, Limited carries on business as the Ford Motor Company.

The personal information provided above will be handled in accordance with the Ford Motor Company of Canada, Limited privacy policy.