

**Polaris 70th Anniversary World Record ATV/UTV Ride
Release, Waiver and Indemnification Agreement**

**PLEASE READ THIS AGREEMENT CAREFULLY.
RIDING VEHICLES MAY RESULT IN SERIOUS RISK OF INJURY OR DEATH.
DO NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS.
RIDING IS VOLUNTARY, YOU ARE NOT REQUIRED TO RIDE.**

In consideration for being permitted to participate in the Polaris 70th Anniversary World Record ATV/UTV ride on August 17, 2024 (“Event”), I expressly, knowingly and voluntarily agree to the terms and conditions of this Release, Waiver and Indemnification Agreement (“Agreement”) as follows:

SAFETY INSTRUCTIONS: I acknowledge, agree and represent that I have a valid driver’s license and will comply at all times with all applicable laws and regulations, the safety warnings and instructions set forth in the Owner’s Manual and on any on-vehicle labels, including without limitation, wearing all required protective/riding gear (including helmets), using nets or doors (if equipped) and wearing seat belts/harnesses (if applicable), all educational and field training required before operation of any vehicles and all age and size requirements for drivers and passengers during the Event. I further acknowledge, agree and represent that I have not and will not consume alcohol, drugs or any other substance that could impair my judgment or driving ability during the Event. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to participate in the Event. I have never been refused insurance coverage or had special conditions imposed.

INFORMED CONSENT AND ASSUMPTION OF RISK: I have been informed of and I expressly, knowingly and voluntarily assume the risk of injury or death by participating in the Event. I am aware of and accept that operating vehicles at the Event may involve the danger of encountering known and unknown risks, including, but not limited to the unique risks associated with off-road vehicles and the significant risk of serious bodily injury, illness including infectious diseases (e.g. coronavirus), disability, emotional trauma, property damage and death. I have been informed of and I expressly, knowingly and voluntarily assume all such risks, both known and unknown, from any cause including, without limitation, loss of vehicle control, collisions, mechanical failures, trail, road and/or traffic conditions, inadequate training, failure to supervise, failure to warn of potential risks, contraction of infectious diseases (e.g. coronavirus), my negligent acts and the negligent acts of others, including the Released Parties (as defined below). I assume full responsibility for participation in the Event. To the extent I am, could be, or claim to be a Polaris employee, I agree that my use, operating and/or time spent riding in the Event, is not a part or requirement of my employment at Polaris (as defined below). I understand that my employment will not be negatively impacted if I choose not to participate.

RELEASE AND WAIVER OF LIABILITY; COVENANT NOT TO SUE: To the fullest extent allowed by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, next of kin, successors and assigns, release, forever discharge and covenant not to sue Polaris Industries Inc. (“Polaris”), its parent company, affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents, representatives, successors and assigns (collectively, “Released Parties”), from and against any and all liabilities, losses, claims, demands, deficiencies, causes of action, suits, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatsoever kind, now known or unknown, including attorneys’ fees and the costs of enforcing the right of indemnification under this Agreement, and the cost of pursuing any insurance provider (collectively, “Losses”), including, but not limited to, those Losses arising from bodily injury, illness including infectious diseases (e.g. coronavirus), death, loss or property damage to me, my property or others, which directly or indirectly arise out of, occur during, relate to, or are in any way the result of or connected with participation at the Event. Without limiting the generality and breadth of the foregoing, I expressly agree to waive, release, and will forever be barred from pursuing any lawsuit or claim related to (whether directly or by subrogation or otherwise) or arising under any legal theory, including without limitation, a claim for negligence, breach of warranty, strict liability, failure to warn, or any other claim relating to the design, manufacture, sale, or distribution of Polaris vehicles or any other alleged act or omission by the Released Parties in connection with the Event. I knowingly agree to this waiver and release of liability, regardless of whether the injury, loss, death, or damage is caused by the Released Parties. I further agree that the Released Parties are not in any way responsible for any injury or damage that I sustain as a result of my own acts at the Event.

INDEMNITY: To the fullest extent allowed by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, next of kin, successors and assigns, agree to indemnify and hold the Released Parties harmless from and against any and all Losses including, but not limited to, those Losses arising from any bodily injury, death, loss or property damage, which directly or indirectly arises out of or is connected with participation in the Event.

MEDICAL TREATMENT: I consent to receive medical treatment which may be deemed necessary in the event of any illness, accident, injury, or medical emergency resulting from or in connection with participation in the Event and I understand that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

PERSONAL INSURANCE: I represent that I have health insurance coverage for me to cover any aspect of my participation in the Event. I further represent that my vehicle insurance policy meets minimum coverage requirements for bodily injury, death, and property damage; and I will provide Polaris with proof of valid insurance and registration upon request.

PARENTAL CONSENT: If I am a Parent or Guardian signing this Agreement on behalf of a minor, I represent that I am the legal parent or guardian of the minor, that I have full authority to execute this Agreement on behalf of the minor and to bind the minor to the terms of this Agreement, and that I have reviewed and explained the terms of this Agreement with the minor. I also individually agree to be bound to the terms of this Agreement and to hold harmless and indemnify the Released Parties from and against any and all Losses including, but not limited to, those Losses arising from bodily injury, death, loss or property damage, which directly or indirectly arise out of, are related to or are in any way the result of or connected with the minor's participation in the Event.

LICENSE TO USE NAME AND LIKENESS: In exchange for being permitted to participate in the Event, I hereby grant to Polaris, and those acting with their authority, the unrestricted perpetual, worldwide right and license to use my name, photograph, likeness, voice and biographical information, and any photographs, video or audio tape that may be taken of me in connection with the Event without further compensation or notice to or permission from me or any third party.

OWNERSHIP OF INFORMATION AND FEEDBACK: In exchange for being permitted participate in the Event, I hereby agree that Polaris owns all right title and interest in and to any communications or transmissions by any means of any and all suggestions, comments or other feedback of any kind, including without limitation features, designs, functionality, enhancements or improvements ("Feedback") relating to Polaris vehicles. I hereby assign any and all Intellectual Property rights in or to the Feedback to Polaris. Polaris is free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit entirely without obligation or restriction of any kind on account of any kind of Intellectual Property Rights or otherwise, including without limitation without any obligation to pay any royalties or other compensation in connection therewith.

CONTROLLING LAW: For the sake of predictability and uniform application of the law of the home state of Polaris, this Agreement shall be governed by Minnesota law, without regard to its choice of law rules.

FORUM SELECTION AND MANDATORY BINDING ARBITRATION: Any and all disputes arising from or relating to the matters that are the subject of this Agreement and the releases hereunder, including, without limitation, the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined and resolved exclusively by binding arbitration to be conducted by JAMS (or another alternative dispute resolution service, if mutually agreed in writing by all of the parties) according to its Comprehensive Arbitration Rules & Procedures. The parties shall attempt to mutually cooperate to agree upon a sole arbitrator from a list of no less than ten neutral Arbitrators to be furnished by JAMS. If the parties cannot mutually agree upon the selection of an Arbitrator, a neutral Arbitrator shall be selected by JAMS. The Arbitrator shall be directed by the parties to set a schedule for determination of such dispute, claim or controversy at the earliest date that is reasonable for the parties under the circumstances. Although it is not necessary that the neutral Arbitrator selected by the parties actually lives or works in Minnesota, the arbitration will be conducted in Minneapolis, Minnesota. The parties will share equally in its costs. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

ENTIRE AGREEMENT AND SEVERABILITY: This Agreement constitutes the sole and entire agreement between me and Polaris with respect to participation in the Event and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any clause, term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and any dispute or claim relating to this Agreement shall be instituted in the courts in Hennepin County, Minnesota. This Agreement is binding on and shall inure to the benefit of Polaris and me, and our respective successors and assigns.

I ACKNOWLEDGE AND WARRANT THAT I HAVE CAREFULLY READ THIS AGREEMENT PRIOR TO SIGNING IT AND UNDERSTAND I WAS GIVEN THE OPPORTUNITY TO THOROUGHLY REVIEW THE AGREEMENT AND CONSULT AN ATTORNEY PRIOR TO SIGNING IT. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT.

Date: _____

Rider - Print Name: _____

Rider - Signature: _____

Parent/Guardian Name & Relationship: _____

Parent/Guardian Signature: _____

Information submitted is governed by Polaris' privacy policy, available at: <http://www.polaris.com/en-us/company/privacy.aspx>