

INDEMNITY AND WAIVER

In consideration of being permitted access to any Ontario Ministry of Transportation (“Ministry”) truck inspection station or other Ministry premises and property, and in consideration of being permitted by the Ministry to participate as an industry observer during RoadCheck 2015 held on, June 2nd, 3rd and 4th, 2015.

I, _____, hereby agree to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, and employees (“Indemnified Parties”) from and against any and all liability, loss, costs, damages and expenses (including legal, expert and other fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including, without restriction, for bodily injury (including death), personal injury and property damage, whether suffered by me or any third party, in any way based upon, occasioned by or attributable to my participation or intended participation in RoadCheck 2015. I further agree to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such Claims.

I hereby forever release and discharge Indemnified Parties from any and all such Claims.

This Indemnity and Waiver shall apply notwithstanding any act or omission of the Indemnified Parties, even if based in negligence.

This Indemnity and Waiver shall apply to and be binding on my heirs, administrators, executors, and assigns and any of them.

Dated this ____ day of June, 2015.

Witness

Signature