## WAIVER OF REPRESENTATIONS AND WARRANTIES, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY. AND INDEMNITY AGREEMENT

By signing and returning this document, I am agreeing with and consenting to the following terms regarding my purchase from Sled Dogs, LLC of a buddy tow manufactured by Sled Dogs, LLC which is designed for use with a snow bike and made to the measurements I have provided (hereinafter, "Bike Tow"). I understand that returning a signed copy of this document to Sled Dogs, LLC is a requisite to the formation of a contract between myself and Sled Dogs, LLC, and no contract is formed between us absent agreement to the below terms. Once signed, this document is an addendum to any other contract documents between myself and Sled Dogs, LLC and supplements the terms therein except to the extent to which this document conflicts with terms found in other contract documents, in which case this document supersedes conflicting terms found therein. I am aware that I am making significant assertions and giving up substantial rights by signing this document.

As used below, the term Sled Dogs, LLC includes the entity and all employees, contractors, agents and representatives thereof.

By signing below, I state and attest as follows. :

<u>Representations And Warranties</u>. Except at outlined below, Sled Dogs, LLC, has made no representations to me, whether expressed or implied, regarding the Bike Tow, including, but not limited to, representations regarding the performance of the Bike Tow. <u>BY SIGNING THIS DOCUMENT I EXPLICITY WAIVE ANY AND ALL IMPLIED WARRANTIES REGARDING THE BIKE TOW, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, AND THE WARRANTY THAT THE BIKE TOW IS FIT FOR A PARTICULAR PURPOSE, AND ACKNOWLEDGE THAT THERE ARE NO WARRANTIES OTHER THAN THOSE CONTAINED ON THE FACE HEREOF.</u>

• Sled Dogs, LLC warranties that it will repair or replace, at Sled Dogs, LLC's discretion, any manufacturing defects discovered within one year of the date of purchase of the Bike Tow.

<u>Assumption of Risk</u>. I am fully aware that there are risks of significant physical injury and property damage inherent in the use of the Bike Tow. With consideration given to the aforementioned knowledge, I hereby (1) assume all risk associated with use of the Bike Tow; (2) waive any and all future claims that I, my insurer, or any member of my family may have against Sled Dogs, LLC, for direct, indirect, punitive, or consequential damages, or any other damages to property or life, whatsoever arising out of the use or misuse of the Bike Tow; (3) covenant not to sue Sled Dogs, LLC for any physical injury and/or property damage incurred by me, any member of my family, or any individual who uses the Bike Tow with or without my permission; and (4) agree to indemnify and hold harmless Sled Dogs, LLC for any claim, action, injury, suit, cost, and/or expense that results from my or any other persons' use of the Bike Tow.

Signature:	
Printed Name:	
Date:	