

# ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This legally binding agreement is entered into voluntarily and knowingly by the purchaser (“Customer”) and is designed to ensure maximum legal clarity and risk allocation. The Customer affirms they have had the opportunity to seek independent legal counsel before proceeding.

By purchasing any electric hydrofoil (efoil) or related product from **MSLR ELECTRIC INC.** (“the Company”), the Customer acknowledges and agrees to the terms below. This agreement constitutes a legally enforceable waiver of liability and assumption of all risks associated with the use of MSLR products.

## 1. USE AT OWN RISK

Efoiling is an extreme recreational water sport that carries **inherent risks**, including but not limited to:

- Personal injury
- Death or drowning
- Property damage
- Fines or regulatory penalties
- Financial loss

The Customer voluntarily assumes **full, sole, and irrevocable responsibility** for all consequences of efoil operation, handling, transport, charging, storage, or misuse. This assumption applies to **foreseeable and unforeseeable risks**.

This clause does not waive liability for gross negligence or willful misconduct where prohibited by law.

## 2. RESELLER STATUS

The Customer acknowledges that MSLR ELECTRIC INC. is a **reseller**, not the original manufacturer of the products. While MSLR conducts reasonable quality control, it is **not liable** for any design, engineering, or manufacturing defects. Warranty and claims related to defects

will be processed through MSLR as an intermediary, and all overseas manufacturers are considered **third-party beneficiaries** protected by this agreement.

### 3. LIMITATION OF LIABILITY

To the fullest extent permitted by law, MSLR ELECTRIC INC., its directors, employees, contractors, and affiliates shall **not** be liable for:

- Death or bodily harm
- Property damage or fire
- Battery failure or explosion
- Loss of income, business, or reputation
- Penalties, tickets, or citations from authorities
- Shipping damage, delay, or customs fees

**MSLR's total liability shall not exceed the original purchase price.**

### 4. WARRANTY COVERAGE

MSLR provides the following limited warranty:

Component	Coverage Period
Board & electronics	1 year from purchase
Battery & charger	6 months from purchase

Warranty applies only to the **original purchaser** and excludes:

- Improper use or mishandling
- Normal wear and tear
- Unauthorized modifications
- Water damage due to improper sealing or storage
- Gradual battery capacity degradation

**Warranty service and parts are available in Surrey, British Columbia.** All shipping costs to and from the service location are the responsibility of the Customer.

## 5. TRAINING & TRANSPORT CANADA COMPLIANCE

Customers receive complimentary access to the **MSLR Efoil Knowledge Course**, which includes training in safety, maintenance, and operation.

### **Important Notice (Canada Only):**

Transport Canada prohibits efoils with exposed propellers in most Canadian waterways. Only MSLR's **Transport Canada–approved M-Jet™ Propulsion System** is authorized for legal use.

By purchasing an MSLR efoil, the Customer acknowledges that **use of any non-compliant propulsion system may result in fines or tickets**, and accepts all legal consequences arising from such use. The Company assumes no responsibility for violations.

## 6. REGULATORY RESPONSIBILITY

The Customer is solely responsible for:

- Complying with all municipal, provincial, and federal boating laws
- Operating their efoil safely and lawfully
- Resolving any enforcement actions, citations, or legal complaints

MSLR ELECTRIC INC. assumes no responsibility for fines, violations, or legal consequences resulting from misuse, unsafe operation, or operation in prohibited areas.

## 7. NON-CANADIAN SUPPLIER LIABILITY

The Customer agrees not to initiate legal action against any overseas manufacturer, engineer, or supplier. These parties are **not liable** under this agreement unless otherwise required by Canadian court order or public policy. **All liability must be pursued through MSLR ELECTRIC INC. under Canadian law.**

## 8. INDEMNITY CLAUSE

The Customer agrees to **indemnify and hold harmless** MSLR ELECTRIC INC. and its affiliates from any claims, losses, costs, or damages—including legal fees—arising from:

- Improper, illegal, or unsafe use of the product
- Third-party operation without proper training
- Unauthorized resale, modification, or repair
- Violation of any local laws or water regulations

## 9. GOVERNING LAW & DISPUTE RESOLUTION

This agreement shall be governed exclusively by the laws of the **Province of British Columbia, Canada**. In case of a dispute:

1. Parties agree to engage in **good-faith negotiation**
2. If unresolved, a **non-binding mediation** will be conducted
3. If still unresolved, litigation will proceed exclusively in **BC courts**

## 10. CUSTOMER DECLARATION

By proceeding with the purchase, the Customer:

- Affirms they are over the age of 18 and legally competent
- Has read and fully understood this agreement
- Accepts all risks and terms voluntarily
- Acknowledges the **battery warranty is 6 months** and **post-warranty service is available in Surrey, BC**
- Accepts responsibility for all **legal citations or consequences** related to product use
- Understands that this document is **legally enforceable** and may be presented in court

## FOR E-COMMERCE CHECKOUT (Terms & Conditions Checkbox)

[ ] I confirm that I have read, understood, and agree to all terms outlined in this **MSLR ELECTRIC INC. Purchase Agreement and Liability Waiver**. I accept full responsibility for the safe and lawful operation of the product and waive all claims against MSLR ELECTRIC

INC., except where prohibited by Canadian law. I understand the battery warranty is 6 months and that violations of Transport Canada regulations may result in tickets or fines for which I am solely responsible.