

Q9 POWERSPORTS TERMS & CONDITIONS

The following Waiver of Liability is a legal and binding contract, executed in the county of DANE in the State of Wisconsin

By purchasing any items from our website or in person at our store location, I, as buyer, acknowledge and agree to be above 18 years of age or are the parent of a child under the age of 18 years. I, as buyer, acknowledge and understand that riding an all-terrain-vehicle (atvs), dirt bikes, go karts, motorcycles, mopeds, and gas scooters is a dangerous activity that requires strenuous exercise and various degrees of skill and experience for individual riders. I, as buyer, understand that these activities can result in serious injury to the person and damages to property and voluntarily assume any and all risk associated with loss, damage or injury while riding the vehicles advertised on our website. I, as buyer, am aware of the risks, hazards and dangers of personal injury, death and disability inherent with the specific use of these vehicles as well as the inherent risks, hazards and dangers of personal injury and disability increase with inexperienced riders. I, as buyer, agree to release and forever discharge Q9 powersports LLC or it's parent company and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf and the manufacture from any and all claims, actions, damages, liabilities, cost or expenses and attorney fees which are related to, arise out of, or are in any way connected to your participation or use of these vehicles, use of equipment or property supplied by Q9 Powersports LLC or it's parent company or your presence upon the premises, whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of the seller, manufacture or distributor. By this Agreement, it is my intention as buyer, to surrender and waive any rights to sue or exercise any legal rights to seek damages from Q9 PowerSports LLC or it's parent company and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf. This Agreement shall be affecting and binding upon my heirs, agents, personal representatives and assigns. I, as buyer, hereby certify that I am over the age of 18 years of age. I, as buyer, have carefully read the foregoing and acknowledge that I understand and agree to all the above Terms and Conditions. I have had the opportunity to ask any and all questions regarding this Agreement and the affect of the same. I, as buyer, am aware that by purchasing this item and sending/remitting payment for it/them, I assume all risk, and waive and release certain substantial rights that I may have or possess. I, as buyer, therefore release all liability and waive all rights I may have in regards to my child's activities with any items purchased from Q9 Powersports LLC.

Legal Status of Products:

I, as buyer, agree to read the user's manual carefully before operating my vehicle. I, as buyer, agree to inspect my vehicle to be sure all nuts, bolts and chain are tight and the vehicle is safe for operations. I, as buyer, agree to wear a helmet and protective gear when riding. I, as buyer, acknowledge that it is my responsibility, to ascertain and obey all local, state and federal laws in regards to the possession and use of any items purchased from Q9 Powersports LLC and it's parent company. Q9 Powersports LLC and it's parent company will not be liable for the misuse of any products purchased from Q9 Powersports LLC and it's parent company or any of it's distributors or agents. I, as buyer, have read this waiver of liability, assumption of risk and indemnity agreement, fully understand it's terms, understand that I, as buyer, am giving up substantial rights by agreeing to this waiver and have brought it freely and voluntarily without any inducement, assurance or guarantee being made to me. My purchase is to be considered as a complete unconditional release of all liability to the greatest extent allowed by law. The Manufacturing factory has the right to discontinue Any feature or component in any model if it is, or has been found to be problematic, without notice to Q9 PowerSports or our customers.

Enforcement of Terms & Conditions:

By accessing and purchasing any items on our Q9 Powersports website or at the store location, you are subject to our Terms & Agreement as mentioned above as well as all applicable laws, as governed and interpreted pursuant to the law of the State of Wisconsin, United States of America.

Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, agents, employees and business partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through any of our services, your use of any of our websites or content, your violation of these terms of service, our Privacy Policy or Terms and Conditions, or your violation of any rights of another act.

We here at Q9 PowerSports LLC, Believe in safety first. Even though these are smaller vehicles, the dangers associated with operating these bikes, Atv's, Go Karts & Scooters are still present. We do not recommend young children ride these vehicles. If they do, adult supervision is a must.

Wearing full safety gear greatly reduces the risk for injury or death, but will not prevent such accidental occurrences. Safety gear is recommended whenever riding these machines to include, but not limited too, helmet, eye protection, elbow/knee pads, chest protector and gloves. Full safety attire will minimize the risk of scraps and cuts if the rider were to fall.

Our mechanical staff recommends all riders do pre-inspections prior to operations of said units to include tire pressure, screws, bolts, nuts, chain tension, oil level & vehicle functions.

AFTER THE MACHINE LEAVES OUR SALES FLOOR SAFETY IS THE SOLE RESPONSIBILITY OF THE VEHICLE OWNERS.

Q9 PowerSports LLC is not responsible for damages or laws broken by our machines from the owner/rider, we are not responsible for any mishaps that may occur to the rider or to property.

BY PURCHASING ANY PRODUCT FROM US THE OWNER OR GUARDIAN OF OPERATOR ACCEPTS ALL RISKS, RESPONSIBILITIES AND LIABILITIES THAT ARE REALATED TO THE OWNERSHIP AND OPERATIONS OF SAID MACHINES AND BY SIGNING THIS FORM YOU RELEASE Q9 POWERSPORTS LLC, OUR AGENTS & PARANT COMPANIES FROM ALL RISKS, RESPONSIBILITIES AND LIABILITIES THAT ARE REALATED TO THE OWNERSHIP AND OPERATIONS OF SAID MACHINES. ECEPT AGREED UPON PARTS WARRANTY COVERAGE.

Please check local and state laws for vehicles operation / trails / licensing laws. These vehicles are for off road use only and are not made for street use with the exception of the mopeds we offer. Operation of these vehicles on roads can be dangerous and can cause injury or death. Please use common sense when using motorized equipment.