

Image and Liability Release Agreement

In consideration for being permitted to ride in the Brunswick powered boat(s), by signing this release, I hereby give the Photographer/Filmmaker and/or Assigns my permission to license the images and to use the images in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the images may be combined with other images, text and graphics, and cropped, altered or modified.

I agree that I have no rights to the images, and all rights to the images belong to Mercury Marine® a Division of the Brunswick Corporation. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and Assigns. I agree that this release is irrevocable, worldwide and perpetual.

I understand there are certain risks of personal injury associated with recreational boating, some of which (described below) I assume during the above referenced boat ride. I understand the general rules of recreational boating safety, and will comply with those rules. I will wear an appropriate personal floatation device. I will follow the instructions of the boat operator. I will enter, and exit the boat only when instructed by the boat operator to do so, and will move around the boat only with the boat operator's knowledge and consent. For myself, my personal representatives, heirs, assigns and next of kin, I hereby release any claim that I have, or may in the future have, against Brunswick, the boat manufacturer, the boat operator or the event sponsors or hosts, for any injury or damage caused in whole or in part by my failure to comply with the safety instructions identified above (or provided to me by the boat operator before or during the ride).

I represent and warrant that I (i) am at least 18 years of age, (ii) have the full legal capacity to execute this release, and (iii) have read and understand the terms and conditions of this release.

If a minor or minors (under 18 years of age) is/are accompanying me, I represent and warrant that I am the parent, or authorized legal guardian, and that all provisions above apply to the minor(s), and that they are bound by said terms.

Terms and Conditions

1. Introduction

Welcome to this site, app, or other online service operated by Brunswick Corporation. These Terms of Use (the "Terms") apply to any web site, app, or other online service that posts a link to these Terms (collectively the "Site"). Throughout the Site, the terms "Brunswick," "we," "us" and "our" refer to Brunswick Corporation and any affiliated or subsidiary companies along with their directors, officers, employees, agents, independent contractors and representatives. Brunswick offers the Site, including all information, tools and services available from the Site, to individuals on the condition that all of these Terms of Use are accepted (individually, "you," "your," or "User" and, collectively, "you" or "Users").

These Terms are binding, and you agree that you will comply with these Terms. These Terms are effective as of the Effective Date identified above. The act of accessing or using the Site signifies your consent to these Terms without limitation or qualification. If you do not agree to these Terms, you should not use the Site. Brunswick reserves the right to modify these Terms, and the contents of the Site, including the features, availability, or operation of the Site, at any time in our sole discretion. We encourage you to periodically review the Terms posted on the Site. You agree to monitor the Site for any changes made thereon and that your continued use of the Site following the posting of any changes indicates your understanding of and agreement to such changes.

Additional or different terms may apply to some products, services, or portions of the Site. Those terms will be posted on the Site in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Site may contain links to goods, services, or content that are not under our control, including third-party websites or apps where products may be available for purchase. These links are provided only as a convenience and as an additional avenue of access to the subject matter available at the linked location. Brunswick has not necessarily reviewed all of the subject matter available at the linked location and is not responsible for it, or for any goods, services, content, or products that may be offered. Inclusion of links to other websites or apps should not be viewed as an endorsement of the content of linked websites or apps, and different terms and conditions may apply to the use of any linked websites, apps, or purchases made at those locations. Brunswick is not responsible for the content of those websites, apps, or services or any losses, damages, or other liabilities incurred as the result of the use of any of the websites, apps, goods, services, content or products referenced on the Site. Some Brunswick products are offered for sale by independent dealers or third-party retailers, and the purchase of any such product is subject to the terms and conditions of the applicable sale, lease, or retail installment contract or other form of agreement.

2. Privacy Policy

We have a Privacy Policy that applies to the Site. It contains important information about the ways that we collect, use, and share information about you. We encourage you to read it so that you will understand your choices concerning protection of your personal information. Our Privacy Policy is considered a part of these Terms.

3. Ability to Accept Terms of Use

You affirm that you are over the age of legal majority, can form legally binding agreements under applicable law, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to qualify under, abide by, and comply with these Terms.

4. Accuracy, Completeness and Timeliness of Information

Information presented on the Site is for informational purposes only. Although Brunswick makes reasonable efforts to ensure that all information included on the Site is correct, accuracy, completeness, and timeliness cannot be assured. Brunswick does not assume any responsibility or obligation for the accuracy, completeness or timeliness of information included on the Site. The Site should not be relied upon or used as the sole basis for making significant decisions without consulting primary or more accurate, complete or timely sources of information.

Brunswick neither represents nor warrants that any product or service depicted or mentioned on the Site is currently available for sale or in production, or has been tested for commercial use. Regardless of any information presented on the Site, Brunswick reserves the right, without prior notice, to discontinue products and services, including models, parts, accessories, and other items, or to change specifications at any time without incurring any obligations. Information on the Site does not constitute a binding offer to buy or sell any products or services or to make any products or services available in your area. Brunswick also does not represent or warrant that job opportunities depicted or mentioned on the Site are currently available. Information on the Site regarding job openings does not constitute a binding offer of employment.

5. Use of the Site and Standards of Conduct

To maintain the integrity of the Site and the experience of Users, you agree not to misuse the Site or its content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

Disrupt or interfere with the normal operation and navigation of the Site or the availability of the Site to other Users.

Circumvent any measures we use to limit access to the Site or particular content available on the Site.

Access the Site using any unauthorized "robot," "spider," "scraper" or other automated means.

Provide or use a false name, email address or other contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.

Display the Site, or any of its content, in a "frame" or otherwise in connection with any other content or trademark, or in any other way that could potentially deprive Brunswick of revenue or falsely suggest a relationship between us and any third party.

Make any commercial use of the Site or its content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes, except as we specifically authorize.

Maintain any link to the Site from any commercial website other than the authorized website of a distributor of Brunswick products, or maintain any link to the Site that we ask you to remove.

Transmit to or through the Site any viruses, spyware, adware or other harmful code, political campaign communications, chain letters, mass mailings, or any form of "spam."

Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Site.

Use the Site to advertise or promote any goods or services other than Brunswick's.

Use the Site to transmit or collect personal information about other users.

Use the Site, or any content from the Site, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.

If you violate this Section, we may terminate your access to the Site, take other remedial actions, and seek any remedies permitted by law. Termination of access or use of the Site will not waive or affect any right or relief to which Brunswick may be entitled at law or in equity.

6. Accounts:

The Site may provide the opportunity for you to create a user account to access certain functionality provided through the Site (a "User Account"). This Section, "Accounts," establishes additional terms that apply to User Accounts.

You may only create and hold one User Account for each Site, and you may not use anyone else's User Account. Certain information is required by Brunswick for you to establish a User Account. We may invite you to provide other information that is optional. When we request information from you to create a User Account, you must provide Brunswick with accurate and complete information. You also must update your account when information you have provided to us changes. You may do so either through the account section on the relevant Site or by contacting us at privacy@brunswick.com. Brunswick may use the information you provide in creating a User Account as set forth in its Privacy

Policy and other provisions of these Terms.

You are responsible for maintaining the confidentiality of your User Account authentication credentials such as your account login names and passwords, and you must not permit use of your User Account by anyone else. You accept responsibility for all activities that occur under your User Account. If you have reason to believe that an unauthorized person is using or has accessed your User Account, please contact us immediately at privacy@brunswick.com. We are not responsible for any loss or damage resulting from unauthorized use of your User Account.

You authorize us to use the contact information you provide us to communicate with you about our Site and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, including through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We reserve the right to terminate access to your User Account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your User Account is terminated, you may lose access to any information stored in connection with your User Account, and any promotional account credits and any other forms of value that may be associated with your User Account. Upon termination, these Terms shall continue to apply to any other use of the Site that you are permitted to make.

The Site provides various mechanisms to disable or delete your User Account. For many of our sites you can log in to your User Account and disable or delete your account through the account settings. In some instances, Brunswick may retain some of the associated account information for reporting or regulatory purposes after a User Account has been disabled or deleted.

Please note that if you have created a User Account with us, and that same User Account can be accessed either through a website or through a mobile app (e.g., VesselView), deleting the mobile app will not delete your User Account. You must visit the website to delete your User Account or contact us at privacy@brunswick.com.

For Owners' Club User Accounts, to terminate a User Account you must visit the website of the Owner's Club and change your settings or send an email to privacy@brunswick.com notifying us that you wish to deactivate your account and/or no longer own the boat associated with your User Account.

7. Community Forums and User Content

The Site may provide the opportunity for you to submit comments or otherwise transmit or publish material through the Site including, but not limited to, product reviews, blogs, "My Community" sections, owners' clubs, and official Brunswick social media accounts on Facebook or Twitter (collectively, "Community Forums"). Information you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." This Section 7, "Community Forums and User Content," states additional terms that apply to User Content.

You are responsible for any User Content submitted via the Site, including the legality, reliability, appropriateness, originality and copyright of any such User Content. You are prohibited from submitting any User Content that: (i) is false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable, (ii) constitutes or encourages a criminal offense, violates the rights of any party or otherwise gives rise to liability or violates any law, or (iii) violates the provisions of Section 5, "Use of the Site and Standards of Conduct." When you submit User Content, you represent and warrant that you have the right to provide it to us, that it does not violate the prohibitions above, and that it is not inaccurate, false or misleading.

When you submit User Content, the profile information you provided in connection with your User Account (e.g., your user name) may be displayed with the User Content. You grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully transferable and sublicenseable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

We may refuse or remove User Content without notice to you. We may monitor User Content, but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

8. Purchases & Financing Information

The Site may offer you the opportunity to order products. In some situations, the Site may transfer you to a third party who sells products or processes payments on our behalf. This Section 8, "Purchases," states additional terms that apply to such orders.

Financing Information. The Site may provide opportunities for you enter personal information and obtain additional details on financing options for some of our products. Financing information is provided by third parties and is subject to those third parties' policies and terms.

Product Availability and Pricing. Not all products are available in all models and colors. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars. You agree to pay the price that is stated

in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on the Site, a price stated on a Site occasionally may be in error. If we discover such an error, we will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

Product Descriptions. We try to be accurate when we describe and depict products on the Site. However, we cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images will always be complete, reliable, current and error-free. If you purchase a product from the Site that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy.

Taxes. Purchases through the Site may be subject to taxes in certain states. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Ordering. When you click the "Place Order" button on the Site, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or place orders through the Site if we have notified you that you are prohibited from placing orders through the Site.

Payment. We accept only the payment methods indicated on the Site. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when we try to charge it, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

Shipping to our Retail Customers. Shipping options and applicable charges will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout process. If you have any questions or require additional information about shipping to addresses outside the U.S. please contact us using the information in the "How to Contact Us" section, below.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products, is transferred to you when products are provided to the carrier. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

Returns. Return policies are posted on the relevant Site. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary. Please check the return policy of the Site where you are making a purchase for additional details. Where the Return terms and policies are different for a particular Site from what is stated above in these Terms, those specific Return terms and policies will control.

9. Contests and Sweepstakes

Brunswick may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

10. Intellectual Property

All content included on the Site, including text, designs, graphics, trademarks, service marks, logos, icons, images, audio clips, downloads, interfaces, and software, any intellectual property held by Brunswick, and the selection and arrangement of any of these, are the exclusive property of Brunswick, its content providers, and applicable trademark owners, and is protected by copyright, trademark, and other applicable laws. The copying, downloading and/or printing of content included on the Site is for your personal and noncommercial use only and is conditioned on your not modifying or deleting any copyright, trademark or other proprietary notice that appears on the content. Any other use of content contained on or obtained from the Site, including, but not limited to, the modification, distribution, transmission, performance, broadcast, publication, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any content obtained from the Site is expressly prohibited. Brunswick, its content providers, and applicable trademark owners retain full and complete title to the content provided on the Site, including all associated intellectual property rights. Nothing on the Site shall be construed as granting by implication, estoppel, or otherwise, any license or right to use any content, including any trademark, logo, or service mark displayed on the Site, without the owner's prior written permission, except as otherwise described herein. Brunswick reserves all rights not expressly granted in and to the Site and its content.

We may make Intellectual Property available through the Site to dealers and other third parties with whom we have additional agreements in place. In some cases, those materials are subject to separate agreements or terms, which may be posted on the relevant Site, or require separate authentication credentials.

11. Digital Millennium Copyright Act Notice

Brunswick respects the intellectual property rights of others and requests that you do the same. If you believe that any content appearing on the Site has been copied in a way that constitutes copyright infringement under the laws of the United States, please forward the following information to the Digital Millennium Copyright Act Agent named below:

Brunswick Corporation
Brunswick Privacy Office
Attn: Law Department/Copyright Agent 26125 N. Riverwoods Blvd.
Mettawa, IL 60045
847-735-4002 privacy@brunswick.com

To be effective, the notification must include ALL of the following:

a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf;
identification of the copyrighted work claimed to have been infringed; information sufficient to locate the allegedly infringing material on the Site; name, address, telephone number, e-mail address and other information necessary to permit Brunswick to contact the person submitting the notification; a statement that the person submitting the notification has a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent or the law; and a statement that the information in the notification is accurate and, under penalty of perjury, that the person submitting the notification is the copyright owner or is otherwise authorized to act on behalf of the copyright owner.

Brunswick is under no obligation to take any action based on a notification of claimed infringement, and the absolute right and discretion to remove any information and/or material from the Site remains with Brunswick.

12. Dispute Resolution

If you have any dispute with or claim against Brunswick (a "Claim") arising out of or relating to the Site, these Terms, any product acquired through the Site, or any communications between you and us relating to the Site, and the claim is not resolved by contacting us at the contact information provided in the "How to Contact Us" section of these Terms, you and we each agree to resolve such disputes through an individual binding arbitration or an individual action in small claims court. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. This Section 12 shall survive termination of your use of the Site or any User Account that you may have.

By virtue of this Section 12, you and Brunswick are each giving up the right to go to court and have a Claim heard by a judge or jury except in small claims court. The provisions of this Section 12 shall constitute your and Brunswick's written agreement to arbitrate Claims under the Federal Arbitration Act or to have Claims resolved in small claims court. Any modification to this Agreement shall be in writing and signed by you and Brunswick.

Before you commence an arbitration or file a small claims court action with respect to your Claim, you must first send to us a written notice of your claim ("Notice"). The Notice must (1) be sent by certified mail; (2) be addressed to Brunswick Corporation, Attn: Law Department, 1 North Field Court, Lake Forest, IL 60045; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. You must provide such a notice within one year after your Claim accrued. Otherwise, you waive the Claim. If we and you do not then resolve the Claim within 30 days after our receipt of your Notice is received, either you or we may commence an arbitration or file a small claims court action to resolve the Claim.

Any such arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA's Consumer Arbitration Rules, available at <https://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by these Terms, applicable law and the facts, and issue a reasoned award. In circumstances in which the applicable rules provide for an in-person hearing, such hearing will, at your request, take place in the U.S. county (or parish) of your residence, or otherwise in Chicago, Illinois.

For any Claim that does not exceed \$50,000, we will pay all filing and arbitrator's fees, unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose. If the arbitrator awards you damages that are greater than our last written settlement offer communicated before commencement of the arbitration, we will pay you the greater of \$1,000 or the amount of the award.

13. DISCLAIMERS

USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. BRUNSWICK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE SITE ARE NONINFRINGING, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT ANY DEFECTS WILL BE CORRECTED; THAT THE SITE OR ITS CONTENT WILL CONTINUE TO BE AVAILABLE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE COMPLETE, ACCURATE OR TIMELY. BY USE OF THE SITE, YOU HEREBY ACKNOWLEDGE THAT ANY INFORMATION SENT OR RECEIVED DURING USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BRUNSWICK OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND. BRUNSWICK DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT ON THE SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

14. LIMITATION OF LIABILITY

BRUNSWICK MAKES THE SITE AVAILABLE AT NO CHARGE. YOU UNDERSTAND AND ACKNOWLEDGE FULL RESPONSIBILITY FOR USE OF THE SITE AND THAT SUCH USE IS AT YOUR SOLE RISK AND DISCRETION. BRUNSWICK, ITS AFFILIATES, DEALERS, OR SUPPLIERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE, BRUNSWICK'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BRUNSWICK OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF ANY CONTENT IS DOWNLOADED FROM THE SITE, IT IS DONE AT YOUR SOLE RISK AND DISCRETION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS.

BRUNSWICK WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN OUR PERFORMANCE DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF SHIPPERS OR OTHER THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT. THIS LIMITATION OF LIABILITY APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, ANY LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. USERS OF THE SITE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT BRUNSWICK AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS IS TO IMMEDIATELY DISCONTINUE USE OF THE SITE.

15. Indemnification

You agree to indemnify, defend and hold harmless Brunswick and its affiliates, and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from use of the Site and any violation of these Terms. If you cause any technical disruption of the Site or the systems transmitting the Site, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Brunswick reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification and, in such case, you agree to cooperate with Brunswick in defense of such matter.

16. Jurisdiction

The Site is controlled by Brunswick from its offices located within the United States of America. The laws of the State of Illinois govern these Terms of Use and use of the Site. If the Site is accessed from a location outside of the United States, it is done at your sole risk and discretion with the understanding that laws applicable in a foreign location may not be applicable to the Site.

17. Entire Agreement

These Terms along with any posted policies or operating rules constitute the entire understanding of Brunswick and Users and supersedes any prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to the Site.

18. Severability

If any provision of these Terms of Use is unlawful, void or unenforceable, the remaining provisions of shall remain in full force.

19. How to Contact Us

Questions or comments about these Terms or the Site may be directed to:

e-mail: privacy@brunswick.com
phone: (847) 735-4002 or 855-283-1103
mail: Brunswick Corporation,
Attn: Law Department,
26125 N. Riverwoods Blvd.,
Suite 500,
Mettawa, IL 60045