

Motorcycle Basic Riding Skills - Intro And M1 To M2 Training

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

BY SIGNING THIS DOCUMENT, YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES AND SEEK COMPENSATION FOR ANY INJURIES YOU MAY SUSTAIN.

1. I (an executable copy will be provided in class), have voluntarily registered to participate in a motorcycle skills and safety course (hereinafter the "Course") provided by [Motorcycle Training Org of Halton/Peel] (hereinafter the "MTOhp" which term includes all directors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers as well as the [Canada Safety Council]. The course shall be held at the SHERIDAN COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING (hereinafter "Sheridan College") and/or the [Region of Peel] (hereinafter "RoP"). Any and all releases of liability contained herein shall include Sheridan College's and the Region of Peel's governors, directors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers).
2. I understand that the signing of this document is a required component of the Course. I acknowledge that I am signing this document and I am agreeing to be bound to the terms within it, as good and valuable consideration in exchange for the MTOhp permitting me to participate in the Course.

Assumption of Risk

3. I understand and acknowledge that riding a motorcycle/learning to ride a motorcycle is an inherently dangerous activity. I am also aware that riding or learning to ride a motorcycle and participating in the Course involves many risks, dangers and hazards including the risk of sustaining personal injury. Such injuries include but are not limited to muscular injuries, soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head injuries, facial eye and/or dental injuries, other severe injuries such as paralysis or death. By signing this document I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course.
4. I understand and acknowledge that the motorcycle training area contains many obstacles including but not limited to buildings, concrete barriers, light stands, asphalt imperfections, debris, trees, training aids, other motorcycles or motorized vehicles, pedestrians, other students on foot or on other motorcycles and course instructors and that all obstacles in the motorcycle training area pose a risk of serious personal injury or death. By signing this document I am voluntarily accepting the risk that I may sustain injuries, including serious injuries or even death because of obstacles or hazards which exist in the motorcycle training area and that I am assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course.
5. I understand and acknowledge that in addition to the conditions of the motorcycle training area, I am at risk for serious injury or death due to my inexperience and inability to operate a motorcycle, the inexperience and inability of other students to operate a motorcycle, the malfunctioning or misuse of any motorcycle operated by myself or other course participants, and the failure of the MTOhp to safeguard me from the risk, hazards and dangers associated with learning to ride a motorcycle including but not limited to the negligence or other failure on the part of the MTOhp to train and instruct me in the operation of a motorcycle. I understand and acknowledge that as a result of my participation in the Course, I may cause injury to others and that I may damage property owned by others. By signing this document I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course.
6. For greater certainty and so as to avoid any uncertainty, I understand the risks associated with my participation in the Course and I fully accept all risks including the usual risks one would associate with riding and learning to ride a motorcycle AS WELL AS THE RISK THAT THE MTOhp MAY BE NEGLIGENT, OR OTHERWISE FAIL TO PROVIDE A SAFE LEARNING ENVIRONMENT WHEN SUCH NEGLIGENCE OR FAILURE COULD LEAD TO INJURY OR DEATH.

Disclaimer and Release and Waiver of Claims

7. By signing this document I hereby release the MTOhp, RoP and Sheridan College from any and all responsibility and from any liability for:
 - a. any losses, injuries, death or damages that I may sustain;
 - b. any lost income, expenses or costs I may incur, and;
 - c. any injuries, death or damage that I may cause to others

during, because of, arising out of or in relation to my participation in the Course, however such losses, injuries, death damages, expenses or costs may have been caused, even if such losses, injuries, damages, expenses or costs may have been caused or were caused by the negligence of the MTOhp, RoP or Sheridan College.

8. For greater certainty I understand and agree that by signing this document, I WILL BE GIVING UP MY LEGAL RIGHT TO SUE THE MTOhp, RoP and Sheridan College IN THE EVENT THAT I SUSTAIN ANY LOSSES, INJURIES, DEATH, OR DAMAGES because of, arising out of or in relation to my participation in the Course. I understand that this document is a RELEASE OF MY RIGHT TO SUE the MTOhp, RoP and Sheridan College and that this document may be used against me in a court of law should I sue the MTOhp, RoP or Sheridan College. I further understand that the term "Right to Sue" means the right to make a claim, bring a lawsuit or otherwise advance any action against the MTOhp, RoP or Sheridan College for any losses, injuries, death or damages that I may sustain and for any expenses or costs I may incur during, because of, arising out of or in relation to my participation in the Course.
9. I also understand and acknowledge that the waiver and release of my legal right to sue the MTOhp or Sheridan College as set out in paragraph 7, encompasses any rights I may have for contribution and indemnity from the MTOhp, including but not limited to the right to add the MTOhp, RoP and Sheridan College to any claim or lawsuit in the event that I am sued for any matter because of, arising out of, in connection with or in relation to my participation in the Course.
10. I expressly acknowledge that the waiver of my legal rights as set out in paragraph 7 above extends both to losses, injuries, death, damages, costs and expenses which result from the usual risks one would associate with riding and learning to ride a motorcycle AND TO losses, injuries, damages, cost and expenses WHICH MAY RESULT FROM THE NEGLIGENCE OF THE MTOhp AND FROM ANY FAILURE ON THE PART OF THE MTOhp TO TAKE CAREFUL MEASURES AVAILABLE OR UNDERSTOOD TO BE NECESSARY FOR SAFETY IN THE CIRCUMSTANCES.
11. For greater certainty and so as to avoid any uncertainty, I understand that by signing this document I AM GIVING UP MY RIGHT TO SUE THE MTOhp, SHERIDAN COLLEGE, REGION OF PEEL and the CANADA SAFETY COUNCIL for any losses, injuries, death, damages, cost or expenses, due to any cause whatsoever, EVEN if such losses, damages, injuries, costs or expenses were caused BY THE NEGLIGENCE OF THE MTOhp, RoP or Sheridan College OR BY THE FAILURE OF THE MTOhp, RoP or Sheridan College TO TAKE CAREFUL MEASURES AVAILABLE OR UNDERSTOOD TO BE NECESSARY FOR SAFETY IN THE CIRCUMSTANCES.

Hold Harmless and Indemnity

12. In addition to my assumption of the risks associated with riding or learning to ride a motorcycle, and in addition to waiving my legal right to sue the MTOhp, RoP and Sheridan College as per paragraphs 7 through 11, I also hereby agree to indemnify and hold harmless the MTOhp, RoP and Sheridan College against and from all claims, demands, actions, causes of action, suits, debts, liabilities, demands, judgments and damages whatsoever, which may be brought against or sought from the MTOhp, RoP or Sheridan College because of, arising out of, in connection with or in relation to my participation in the Course.

Additional Agreements

13. This document and this agreement and the commitments I have made in the document, shall be effective and binding upon my heirs, next of kin, successors, assigns, executors, administrator and/or legal representatives in the event of my death or incapacity.

14. I acknowledge that:

- a. I am at least 18 years of age; or if I am not, my parent or guardian must co-sign the paragraphs requiring initials and sign the Declaration of Guardianship of a Minor Child.
- b. I have read this document in its entirety and appreciate my rights, obligation and liabilities set out herein;
- c. I have been given the opportunity to seek independent legal advice with respect to this document and that I have received such advice or waived my right to do so;
- d. I am voluntarily participating in this course and voluntarily signing this document.

15 I understand that if I do not sign this document in full, I will not be permitted to participate in this Course and that I will be entitled to a full refund of my Course fees.

Notice: Pictures may be taken on the course for purposes of being used in social media and on our website. If you **DO NOT** wish to have facially recognizable pictures taken, please notify the photographer by talking to them or waving them off or stepping out of view of the camera. Some pictures may be wide angle views of the larger training area where individuals will not be facially recognizable.

Date: _____

(an executable copy will be provided in class)
Student Name

(an executable copy will be provided in class)
Student Signature

(an executable copy will be provided in class)
Witness Name

(an executable copy will be provided in class)
Witness Signature

DECLARATION OF GUARDIANSHIP OF A MINOR CHILD

(For participants under 18 years of age)

I, (Printed Name of Parent/Guardian) _____ (an executable copy will be provided in class)

HEREBY DO CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF:

(Student Name) _____ (an executable copy will be provided in class) AND I hereby give consent for my son/daughter (Student Name) _____ (an executable copy will be provided in class) to participate as a student in the Canada Safety Council Motorcycle Training Program offered by MTOhp, SUBJECT TO ALL THE CONDITIONS STATED IN THE ABOVE WAIVER OF CLAIMS.

(an executable copy will be provided in class)
Signature of Parent/Guardian _____ **Date** _____

Parent/Guardian Driver's Licence Number: _____ - _____ - _____

2nd I.D. : _____

Witness Name

(an executable copy will be provided in class)
Witness Signature

Second position of 'INITIAL' completed for all relevant paragraph