



## MOTORCYCLE TRAINING PROGRAM

# Training Agreement and Waiver

The following is an agreement between you and Ottawa Safety Council. This document is also a Waiver and Release of Claims, Assumption of Risk and Consent to Medical Treatment.

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms.

Each individual attending the Premises and/or participating in the activities of the Ottawa Safety Council must complete and sign the Waiver. A parent/guardian of a minor attendee must complete and sign the Waiver on behalf of the minor attendee.

## Training Agreement

I hereby apply for Motorcycle Training conducted by the Ottawa Safety Council, and hereby promise to pay the tuition fee in full prior to the start of training. I understand and accept the condition that attendance at all training sessions is mandatory. No refunds of tuition will be made for missed sessions which includes if I am asked to leave the course because I pose a risk to the safety of myself, instructors or other students or if I do not pass the course. I realize that extra fees may be charged for any extra training. I also confirm that I have disclosed all relevant medical information as requested in registration and promise to advise my instructors of any change in my physical condition which could affect my training.

I represent and warrant that my vehicle will be in a state of good mechanical repair and safe operation condition to the satisfaction of the Ottawa Safety Council and the Ottawa Safety Council's Sponsor's standards prior to the start of training, and understand that this is a condition of enrolment in such training.

Name of Student: \_\_\_\_\_ (the "Student")

Date: \_\_\_\_\_ Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

The undersigned, parent/ guardian of the Student, hereby consents to the Student's enrolment in the above noted Motorcycle Training Program, as conducted by the Ottawa Safety Council and its Sponsors on the terms and conditions set out in this Training Agreement and Waiver.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Initial Here: \_\_\_\_\_



## **Waiver and Release of Claims, Assumption of Risk and Consent to Medical Treatment**

1. I expressly acknowledge and agree that the Student's attendance at the premises of and participation in the activities of the Ottawa Safety Council may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in the Student's attendance at the premises of and participation in the activities of the Ottawa Safety Council and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of and entering the premises of the Ottawa Safety Council, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Ottawa Safety Council and its directors, officers, managers, staff, volunteers or visitors and the Ottawa Safety Council's Sponsors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Ottawa Safety Council and its directors, officers, managers, staff, volunteers or visitors and the Ottawa Safety Council's Sponsors), navigating any and all obstacles and any defects of the premises of the Ottawa Safety Council.
3. I understand that there is a risk of accident and personal injury in learning to operate a motorcycle and hereby acknowledge and accept this risk in undertaking this training.
4. In the case of training activities in which I provide my own vehicle, I also accept the risk of damage which might occur to my vehicle, and undertake to hold the Releasees harmless from any and all responsibility for any such damages, and the cost and expenses which might be involved in repair or replacement of my own vehicle as a result of such damages.
5. I represent and warrant to the Ottawa Safety Council, its subsidiaries, affiliated organizations, sponsors, directors, officers, past and present employees, instructors, volunteers, members, managers, agents, representatives, successors and assigns (the "Releasees") that I am in good physical condition, am able to safely participate in the activities of the Ottawa Safety Council and have no medical condition that would make my participation in the activities of the Ottawa Safety Council more hazardous.
6. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Ottawa Safety Council.
7. I consent to medical care and transportation (or on behalf of my minor child/ward) in order to obtain treatment in the event of injury to me as the Ottawa Safety Council owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
8. I understand and agree, for myself or on behalf of my minor child/ward, that I am expected to exhibit appropriate behaviour at all times while I am attending the premises of the Ottawa Safety Council and while I am participating in the activities of the Ottawa Safety Council to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.

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9. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of or on the premises of the Ottawa Safety Council.
10. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the premises of and participating in the activities of the Ottawa Safety Council and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of or attendance at the premises of the Ottawa Safety Council, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
11. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities or attending at the premises of the Ottawa Safety Council.
12. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of or attending the premises of the Ottawa Safety Council, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
13. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of or while attending the premises of the Ottawa Safety Council, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
14. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of or attending the premises of the Ottawa Safety Council, under the terms of any statute, including, but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended; and, the *Negligence Act*, R.S.O. 1990, c. N.1, as amended.
15. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of or while on the premises of the Ottawa Safety Council.

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- 16. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
- 17. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Ottawa Safety Council.

**THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

- 18. I am currently not experiencing COVID 19 symptoms nor have I had COVID-19 symptoms in the last 14 days.
- 19. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
- 20. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
- 21. I represent and warrant to the Releasees that I have not been advised by the Government of Canada or Ontario Public Health or my doctor or the Ontario Ministry of Health website to self-isolate due to possible exposure to COVID-19.
- 22. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the premises of and participation in the activities of the Ottawa Safety Council.
- 23. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of or attendance at the premises of the Ottawa Safety Council, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

I understand that there are inherent and unforeseen risks involved in participating in the activities of or while attending at the premises of the Ottawa Safety Council. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of or while attending the premises of the Ottawa Safety Council.

Legal Name (please print): \_\_\_\_\_

Signature:

Date: \_\_\_\_\_

**PLEASE CHECK ONE:**

I am at least 18 years old; or

I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

Pursuant to *Electronic Commerce Act, 2000* (Ontario), this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

Initial Here: \_\_\_\_\_



**ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)**

1. I am the parent or guardian of the Student. I give my consent for the Student’s participation in the activities of and to attend the premises of the Ottawa Safety Council. I represent that the Student is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Student) and have the legal authority to enter into this Agreement on behalf of the Student.
2. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasee that I will at all times hereafter indemnify the Releasee of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the *Negligence Act*, the *Occupiers Liability Act* or otherwise which may be made or brought against the Releasee by the Student, or on the Student’s behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

Legal Name (*please print*): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initial Here: \_\_\_\_\_