



## MOTORCYCLE TRAINING PROGRAM

### Training Agreement and Waiver

The following is an agreement between you and Ottawa Safety Council. This document is also a (i) Waiver and Release of Claims, Assumption of Risk, (ii) Consent to Medical Treatment, and (iii) Photo and Video Release.

Please read this document (the "Waiver and Release") 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 Release and agreed to its terms.

Each individual attending the Venue and/or participating in the activities of the Ottawa Safety Council must complete and sign the Waiver and Release PRIOR TO participating in any of the activities of the Ottawa Safety Council. A parent/guardian of a minor attendee must complete and sign the Waiver and Release on behalf of the minor attendee. If you do not sign a Waiver and Release the Student will not be allowed to participate in the activities of the Ottawa Safety Council and will be asked to leave the Venue.

### 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 the Student's vehicle will be in a state of good mechanical repair and safe operation condition to the satisfaction of the Ottawa Safety Council 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 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, Consent to Medical Treatment and Photo and Video Release**

1. I acknowledge and understand that:
  - (a) the Ottawa Safety Council conducts motorcycle training programs (the “Motorcycle Training Program”);
  - (b) the Ottawa Safety Council may conduct the Motorcycle Training Program on its own premises, or on the premises of a third party individual, organization, business, entity or municipality; and
  - (c) throughout this Waiver and Release, wherever the term “Venue” is used, it means the specific venue where the Student will be participating in the Motorcycle Training Program.
2. I expressly acknowledge and agree that the Student’s attendance at the Venue or participation in the Motorcycle Training Program may involve the risk of serious injury and/or death and/or property damage.
3. I am fully aware of the risks and hazards inherent in the Student’s attendance at the Venue or participation in the Motorcycle Training Program and I voluntarily, knowingly and freely assume all risks associated with the Student’s attendance at the Venue or participation in the Motorcycle Training Program, including, but not limited to, the Student’s own actions or inactions, the actions or inactions of others (including but not limited to the Ottawa Safety Council and its directors, officers, managers, staff, volunteers, instructors and visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Ottawa Safety Council and its directors, officers, managers, staff, volunteers, instructors and visitors), and navigating any and any and all obstacles, defects or imperfections of the Venue.
4. 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.
5. In the case of training activities in which the Student provides the Student’s own vehicle, I also accept the risk of damage which might occur to the Student’s 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 the Student’s vehicle as a result of such damages.
6. I represent and warrant to the Ottawa Safety Council, its subsidiaries, affiliated organizations, directors, officers, past and present employees, instructors, volunteers, members, managers, agents, representatives, successors and assigns and the Venue (the “Releasees”) that the Student is in good physical condition, the Student is able to safely participate in the Motorcycle Training Program and the Student has no medical condition that would make the Student’s participation in the Motorcycle Training Program more hazardous.
7. If the Student is pregnant, disabled in any way or has recently suffered an illness or injury; the Student has consulted a physician before participating in the Motorcycle Training Program.
8. I consent to medical care and transportation of the Student in order to obtain treatment in the event of injury to the Student as the Ottawa Safety Council directors, officers, managers, staff, instructors, volunteers or other medical professionals may deem appropriate and understand that this Waiver and Release extends to any liability arising out of or in any way connected with such medical treatment or transportation.

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



9. I understand and agree that the Student is expected to obey all local, provincial and federal laws, both criminal and civil.
10. I understand and agree that the Student is expected to exhibit appropriate behaviour at all times while the Student is attending the Venue and while the Student is participating in the Motorcycle Training Program, including, generally, respect for other people, equipment, facilities and property. I further understand and agree that should the Student exhibit inappropriate behaviour towards any person involved with the Motorcycle Training Program, including but not limited to instructors and other students, that:
  - (a) the Student will be asked to leave the course immediately,
  - (b) the tuition fee paid by the Student or on the Student's behalf will be refunded on a pro rata basis depending on the number of training sessions left in the particular program in which the Student enrolled,
  - (c) the Student will be banned from enrolling in any further motorcycle training courses with the Ottawa Safety Council, and
  - (d) all decisions in respect of inappropriate behaviour (i.e. what is or is not inappropriate behaviour) will be made in the sole and absolute discretion of the instructor or instructors of the Student.
11. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while the Student is in attendance at the Venue or participating in the Motorcycle Training Program.
12. I recognize and acknowledge that there are hazards and risks of physical injury or illness to the Student in attending the Venue or participating in the Motorcycle Training Program 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 the Student may sustain as a result of the Student's attendance at the Venue or the Student's participation in the Motorcycle Training Program, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
13. I am fully aware of the risks and hazards with respect to COVID-19 inherent in the Student's attendance at the Venue or participation in the Motorcycle Training Program.
14. 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 the Student may sustain as a result of the Student's attendance at the Venue or the participation in the Motorcycle Training Program, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
15. 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 the Student's negligent or intentional acts or omissions while attending at the Venue or participating in the Motorcycle Training Program.
16. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while the Student is attending at the Venue or participating in the Motorcycle Training Program, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.

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17. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to the Student, the Student's 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 the Student's attendance at the Venue or participation in the Motorcycle Training Program, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
18. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to the Student, the Student's 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 the Student's attendance at the Venue or participation in the Motorcycle Training Program, 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.
19. Photo and Video Release: I authorize the Ottawa Safety Council and its directors, officers, managers, staff, instructors, volunteers or agents to photograph and record (video and audio) the Student and use any photographs, video and audio recordings for any lawful purpose related to the Ottawa Safety Council's business and activities, including media, marketing, advertising, illustration, publicity or promotional materials. I understand that the Ottawa Safety Council will not associate the photographs or video or audio recordings with the Student's full name unless I first give written consent.
20. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the geographical location of the Venue, 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 the Student's attendance at the Venue or participation in the Motorcycle Training Program.
21. I expressly agree that this Waiver and Release 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 and Release does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
22. 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 and Release is to be interpreted in favour of the Ottawa Safety Council.

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I understand that there are inherent and unforeseen risks involved in attendance at the Venue or participating in the Motorcycle Training Program. 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 the Student's attendance at the Venue or the Student's participation in the Motorcycle Training Program.

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 attendance at the Venue and the Student’s participation in the Motorcycle Training Program. 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 Releasees that I will at all times hereafter indemnify the Releasees 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 Releasees 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: \_\_\_\_\_