

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT

By submitting your registration and paying your fees for any Too Cool Motorcycle School ("TCMS") course, you agree that you have read and understood this document and that you will be bound by the terms and conditions and other agreements in this document.

I. PARTICIPATION REQUIREMENTS

In order to participate in your course, you **MUST**

- be at least sixteen (16) years of age (parental consent is required if you are under 18 years of age)
- pay your course fees in full
- sign an assumption of risk, waiver and release of liability agreement in a form approved by TCMS (parents must also sign for course participants under 18 years of age)

In addition, for the course you are registered in, you **MUST**

BASIC COURSES (Introduction, Silver and Gold)

- meet licensing requirements by providing proof of a valid class 5 Graduated or Full Alberta Driver's licence or equivalent
NOTE: you DO NOT need to complete your knowledge test prior to attending the course – it is NOT a Learner's Permit
- wear a full-faced DOT approved helmet and all protective gear provided or approved by TCMS. Must attend in at least **denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable. At the discretion of the instructors you may be required to wear TCMS gear in addition to or instead of your personal gear,
- be able to proficiently ride a 2-wheeled pedal bike at slow speed (5km/hr and below). You must start or get back on a pedal bike **prior to** attending your first on lot class. ***You agree that if you unable to balance on a motorcycle to a safe standard at any time during your course - as judged by the TCMS instructors - you will not be permitted to continue in the course.***
- do pre-class and in-class homework that you are asked to do. In our experience, failure to complete this homework can, and often does, result in unsuccessful outcomes for the student

GROUP TEST PREPARATION COURSES

- have graduated from TCMS or have proof of a successful completion of a course at an Alberta accredited school
- meet licensing requirements by providing proof of a valid class 5 Graduated or Full Alberta Driver's licence or equivalent
- wear a full-faced DOT approved helmet and suitable protective gear provided or approved by TCMS. Must attend in at least **denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable. At the discretion of the instructors you may be required to wear TCMS gear in addition to or instead of your personal gear

PRIVATE COURSES (Preparation or Custom courses)

- meet licensing requirements by providing proof of a valid class 5 Graduated or Full Alberta Driver's licence or equivalent
- wear a full-faced DOT approved helmet and suitable protective gear. Must attend in at least **denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable.
- provide proof of up-to-date registration and proof of insurance for the motorbike you are riding for the course.

REFRESHER COURSES

- meet licensing requirements by providing proof of a valid class 6 Graduated or Full Alberta Driver's licence or equivalent
- wear a DOT approved helmet and suitable protective gear. Must attend in at least **denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable.
- provide proof of up-to-date registration and proof of insurance for the motorbike you are riding for the course.

OFF-ROAD ACADEMY COURSES

- meet licensing requirements by providing proof of a valid class 6 Graduated or Full Alberta Driver's licence or equivalent
- wear a full-faced DOT approved helmet and suitable protective gear
- provide proof of up-to-date registration and proof of insurance for the motorbike you are riding for the course if providing your own motorcycle
- sign a separate agreement if you are renting a motorcycle from TCMS

You also agree that if you are enrolled in any course that is not a BASIC COURSE that you **MUST** be able to demonstrate sufficient control and understanding of the operation of a motorcycle within the first 30 minutes of the course start. You agree that it will be at the discretion of the instructor(s) whether or not you will be permitted to continue the course, to leave the training lot or continue with on road training. ***You agree that if you unable to demonstrate control of the motorcycle and safe navigation within traffic to a safe standard - as judged by the TCMS instructor - you will not be permitted to continue in the course.***

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT**II. REGISTRATION FEES AND CONFIRMATION:**

You agree

- that payment in full and all completed forms MUST be submitted to secure and confirm your place in the course
- you will receive your course confirmation and any correspondence from TCMS only by email. Nothing will be mailed to you.
- that it is your responsibility to make sure your email is correct and up to date and to bring any issues or questions about email communication to the immediate attention of TCMS
- TCMS is not responsible if you miss your course or do not receive course material as a result of any issue with your email

III. CANCELLATION / REBOOKING / REFUNDS / DEEMED UNSUCCESSFUL:

****You agree that NO REFUND will be given once a course has commenced under ANY circumstances. ****

CANCELLATION FEES (Unless superseded by a non-refundable promo)

- 14 full days before your Basic course or classroom* whichever is first \$69
- 14 full days before your Basic course & after classroom* \$146
- 14 full days before your Refresher & Private / Test Preps or Off-Road \$92 / \$69
- Within 14 days of ALL courses No Refund

STUDENT

** at point of receipt of confirmation for online classrooms as that is included in the confirmation.*

REBOOKING FEES (Does not apply when superseded by a non-refundable promo)

- 14 full days before your Basic course \$69
- Within 14 days of ALL courses 50% of fees

PARENTAL

SPECIAL TERMS BASIC COURSE (Silver and Gold)

If you are enrolled in a Silver or Gold BASIC COURSE, and you have attended all scheduled classes and you are not able to successfully demonstrate the skills required to graduate, you agree that the following special terms apply:

- you are not entitled to a refund of any fees
- you will be offered **ONE** opportunity to redo part or all of the four on-bike modules
- you must re-attend within by 30 days of your original course completion date, unless otherwise agreed to in writing
- you can only be offered attendance on a day and time where space is available in a course
- the modules that must be redone is a decision of the instructor(s) and you may require one or two days of redo classes
- there may be a mandatory minimum 30 waiting period to allow you more time to prepare for reattendance
- you will be entitled to a special re-do rate of \$110 per day for Silver and \$135 per day for Gold Course that must be paid in advance. This is non-refundable whether-or-not you are able to meet the requirements to graduate from the course

IV. WEATHER:

TCMS reserves the right to reschedule or cancel any course or part of a course in the event of weather or issues beyond the control of TCMS. It is important to note that course dates during certain times of the season (especially at the start) are subject to a higher risk of cancellation or postponement. We will do our best to work with your schedule and our availability to reschedule, however, the cancellation/refund policies will still apply if you choose to cancel. If your schedule does not allow you to complete the course or remaining part of the course for 30 days or more, you are responsible for keeping on top of review to be prepared when you are able to continue and you may be required to retake previous modules at the discretion of TCMS. If the reschedule occurs at the end of the season where we are unable to schedule you, your course will be deferred to the next season. Again, the cancellation / refund policies still apply in all cases if you choose to cancel.

V. REASONS FOR DISMISSAL & TERMINATION OF REGISTRATION:**PREGNANCY**

If you are pregnant, this course is not for you. If you become pregnant or learn you are pregnant after booking your course, please contact our office immediately. If it is discovered that you failed to disclose or you conceal that you are pregnant, your registration will be cancelled, and no refund will be given.

LATE ARRIVALS / MISSED MODULES

As the curriculum is progressive, you are required to be on time to your class. Late arrivals WILL be turned away. Each module requires the successful completion of the previous module and therefore you agree that missing a day in whole or part will result in termination of registration for the remainder of your course and no refund will be given.

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT**ALCOHOL / DRUGS / ABUSE / FALSE INFORMATION PROVIDED**

You agree that TCMS may terminate your registration without any right to a refund due to any and all behaviours TCMS finds to be inappropriate, unsafe, or illegal including and not limited to the following reasons:

- you are under the influence of alcohol and /or drugs
- failure to follow instructions, in particular
- harassment of any kind towards any person including and not limited to course participants, instructors, or staff of TCMS
- intentionally providing or failing to correct false or erroneous information at registration or during the course

VI. SUBSTITUTIONS, TRANSFERS OR ADDITIONS:

You agree that substitutions, transfers or additions of any kind are prohibited during the course. In some cases, at the discretion of TCMS, a transfer will be allowed prior to your course starting, please contact us if this occurs. An administrative fee of \$69 will be due if a change is made.

VII. GIFT CERTIFICATES:

Transfer of gift certificates will be allowed with approval of TCMS, Gift certificates cannot be redeemed for cash under any circumstances. Purchasers may request reissue of lost certificates with proof of purchase and will be subject to a \$23 processing fee. Cancellation and rebooking policies apply once certificates are redeemed for a course.

VIII. HEALTHY MOTORCYCLING GUIDELINES:

You agree that TCMS may implement Healthy Motorcycling Guidelines in order to comply with orders and advice of the Alberta Government and/or Alberta Health Services as it relates to health and safety matters. When the Healthy Motorcycling Guidelines are in place you will be advised at check in each time you attend your course. You further agree that the Healthy Motorcycling Guideline may change during your course without advance notice. You also agree that if you do not follow the Healthy Motorcycling Guidelines your registration will be terminated for the remainder of your course and no refund will be given.

IX. ACKNOWLEDGEMENT:

- TCMS reserves the right to refuse registration by anyone at any time and for any reason.
- TCMS also reserves the right to change and update the terms and conditions applicable to your course at any time.
- You acknowledge that you have read this Agreement and understand its contents.
- You certify that you have asked any questions pertaining to your registration and received answers satisfactory to you before finalizing your registration.
- You certify that the information you have given pertaining to your registration is deemed to be correct and truthful.
- You also understand that you are to email **LearnToRide@TooCoolRides.ca** to make any corrections and/or additions to your registration.

AGE OF MINORITY

- Must be signed by a Parent or Legal Guardian if the student is under the age of 18 at the time of registration.
- In the event the student turns 18 before or during the course, correspondence will cease to be copied to the Parent / Legal Guardian unless the authorized by the student by sending an email to TCMS.

By signing I certify that I have read, understand and acknowledge this updated version of the terms I had signed with my original registration.

Student Signature: _____

Parent/Guardian Signature: _____

Full Legal Name: _____

Full Legal Name: _____

Date Signed: _____

Date Signed: _____

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT

HEALTHY MOTORCYCLING GUIDELINES (as reference in Terms and Conditions) Effective May 18, 2020

Motorcycle safety goes beyond the on-road precautions we teach at TCMS. For the health and safety of students and the TCMS team students are required to follow the guidelines set out in this document when you are advised that the Healthy Motorcycling Guidelines are in effect.

While TCMS and the TCMS team do their best to follow the advice and direction of the Alberta Government and Alberta Health Services in relation to health safety measures like social distancing or other measures, TCMS makes no representation that these guidelines or any other measures will prevent you from acquiring an illness (e.g. COVID 19 flu) as a result of your participation in any course with TCMS.

I. DAILY PRE-CLASS CHECK-IN

You are required to complete the TCMS digital health check on your phone or other personal device before class begins.

II. GEAR

SCHOOL GEAR

TCMS and our team follow reasonable disinfecting/sanitization procedures of school gear loaned to students. TCMS recommends that students purchase their own helmet and riding gloves if they are concerned about the risk of infection or disease from use of shared school equipment.

PERSONAL HELMET AND GLOVES

If you purchase your own gear it is always subject to approval by TCMS at the absolute discretion of the TCMS team. If you choose to buy or use a helmet not provided by TCMS it must be a DOT approved full-faced helmet that is less than 5 years old. Motorcycle gloves must have adequate knuckle armor. If you are unsure what these requirements mean, contact TCMS for clarification BEFORE you buy or borrow any equipment.

III. MOTORCYCLES

- Students must remain 2 meters or more from any motorcycle without approval from a TCMS instructor
- Students should not sit on or handle any motorcycle not assigned to them by a TCMS instructor
- Student must have all gear on, before approaching and sitting on the assigned motorcycle
- If you see something that you think might spread infection you must immediately bring it to the attention of an instructor

IV. PHYSICAL DISTANCING

PERSONAL SPACING

- Students must adhere to a physical distance of 2 meters at all times INCLUDING during skills explanations and breaks
- Students will be assigned a chair for the duration of the course. Named for easy reference and peace of mind.
- For shelter from weather, students will be assigned locations within the trailers

TIP OVER OR CRASH

- remain calm, make sure you are ok, leave your visor closed, hit the emergency switch
- **DO NOT** pick up your motorcycle. **If** you are ok, please move away from it so that the instructor may pick it up for you
- If you are not ok, try to remain calm and to stay where you are. The instructors will assist you
- If you witness a tip over or crash, **DO NOT** attempt to assist please leave it to the instructors

V. PERSONAL ITEMS, SANITIZATION & DISINFECTING

- Sanitizers and disinfectants are on site, but we recommend that each student keep a bottle of hand sanitizer on their person to even further limit cross contamination and peace mind.
- You are required students to bring their own water bottles (enough for the duration of the class) and snacks
- You must sanitize their hands after use of the porta-pottie
- You must try to avoid touching their face and around their face during the course and when putting on or taking off gear
- Once students are changed into their gear, personal items must be locked in their vehicles. This includes cellphones, wallets, shoes and jackets.