

Contents of
ASSUMPTION, WAIVER AND RELEASE OF LIABILITY
&
PHOTOGRAPHIC, VIDEO AND AUDIO RECORDING CONSENT, WAIVER, INDEMNITY AND RELEASE
PROVIDED WITH REGISTRATION

Too Cool Motorcycle School Inc. (hereinafter "TCMS") carrying on business as, TOO COOL MOTORCYCLE SCHOOL

MUST READ CAREFULLY!

Please note: this document is strictly for quick reference and does not contain sections that would normally include initials, signatures, and dates.

ASSUMPTION OF RISKS:

1. I am aware that riding a motorcycle has risks, dangers, hazards and that injury may occur even during normal operation.
2. I acknowledge that the risks include but are not limited to: collision between me and or me and the motorbike and
 - natural or man-made objects;
 - other motor cyclists or
 - vehicles or falling from or with the motorcycle and NEGLIGENCE on the part of "TCMS" and its instructors including their failure to protect me from the risks, dangers and hazards of riding and learning to ride a motorcycle.
3. I acknowledge that wearing proper safety equipment, observation of certain rules and personal discipline may reduce the potential for injury; however, the risk of injury always exists.

I am aware of the risks, dangers and hazards associated with learning to ride and riding a motorcycle and I have had an opportunity to discuss any questions I have about safety with the TCMS instructors prior to signing this form and I freely accept and fully assume all risks, dangers, and hazards and the possibility of personal injury, permanent paralysis, death, property damage and loss or expense resulting from any risks, dangers and hazards.

RELEASE OF LIABILITY WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in the TCMS training program, the undersigned acknowledges and agrees:

1. TO WAIVE ANY AND ALL CLAIMS, DEMANDS, DAMAGES OR CAUSES OF ACTION that I have or may have in the future against TCMS, its directors, officers, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event (referred to herein as the "**Releasees**") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my participation or attendance at TCMS, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES.**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from participation or attendance at TCMS.
3. This agreement shall be effective and binding upon my heirs, next of kin, executor(s), administrators, guardian and representative(s), in the event of death or incapacity.
4. This agreement shall be effective on the date signed and covers all dates I am registered for including reschedules and additional instructional hours and or activities I sign up and agree to within the year.
5. This agreement shall be governed by the law of Alberta and any litigation including the parties to this agreement shall be brought in the City of Calgary in the Province of Alberta.

GENERAL CONDITIONS:

I willingly agree:

1. to comply with the stated and customary terms and conditions for participation. Including that contained within the Agreement of Conditions. IF HOWEVER I OBSERVE ANYTHING I BELIEVE TO BE AN UNUSUAL SIGNIFICANT HAZARD OR DO NOT FEEL COMFORTABLE FOR ANY REASON during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest TCMS instructor and office immediately; and
2. that in order to participate, I must obtain and wear a full-faced DOT approved helmet and suitable protective gear provided or approved by TCMS. At the discretion of the instructors I may be required to wear TCMS gear in addition to or instead of my personal gear during my attendance at the TCMS training program; and
3. that to ensure safe training for all participants including myself, I must satisfy the conditions of each module such as balance, shifting, and emergency maneuvers in order to advance to the next module. The decision as to whether or not I have satisfied the conditions of any module is at the sole discretion of TCMS and its instructors. The inability to satisfy the conditions of each module means I will not be able to continue with the remainder of my course and I understand that no refund is given for failure to satisfy the conditions of any module or part thereof.
4. and understand that abuse of any kind towards anyone including my instructors, owner and staff of TCMS; and or towards equipment and property of TCMS or that of my fellow classmates will not be tolerated. I can and will be immediately dismissed and not be able to continue with the remainder of my course and I understand that no refund is given for such a situation.
5. that any violation to the Healthy Motorcycling guidelines and relevant announcements will result in my immediate dismissal and termination of my registration and that no refund will be given.

HEALTHY MOTORCYCLING GUIDELINES – COVID 19 HEALTH CHECK: *adapted from AHS*

I understand and certify that:

1. I cannot, leading up to and including today have symptoms which are new or worsened if associated with allergies, chronic or pre-existing conditions: fever, cough, shortness of breath, difficulty breathing, sore throat and/or runny nose.
2. In the past 14 days, I have not returned to Canada from outside the country including the USA nor have had close contact* with anyone who had acute respiratory illness who returned from travel outside of Canada including the USA in the 14 days before they became sick.
3. I have not had close contact* with anyone with a case of COVID-19 whether probable** or confirmed nor have had had close contact* with anyone who had acute respiratory illness that started within 14 days of their close contact * with anyone else with a case of COVID-19 whether probable** or confirmed
4. I have not had a laboratory exposure to biological material (i.e. primary clinical specimens, virus culture isolates) known to contain COVID-19.

**close contact: providing care, living with or otherwise having close prolonged contact (within 2 meters) while the person was ill, or contact with infectious bodily fluids (eg. cough or sneeze) while not wearing recommended personal protective equipment (PPE)*

***probable case is a person with clinical illness who had close contact to a lab-confirmed COVID-19 case while not wearing appropriate PPE, OR a person with clinical illness who meets COVID-19 exposure criteria, AND in whom laboratory diagnosis of COVID-19 is inconclusive.*

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT I HAVE GIVEN UP AND AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, GUARDIAN, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS OF MINORITY AGE (Under the age of 18 at time of registration) This is to certify that I, as a parent/guardian with legal responsibility for the participant shown on this ***ASSUMPTION, WAIVER AND RELEASE OF LIABILITY***; do consent and agree to his/her release as provided above of all the Releases and, for myself, my heirs, assigns and next of kin, I release and agree to Indemnify the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

PHOTOGRAPHIC, VIDEO AND AUDIO RECORDINGS:

I grant permission to TCMS and their representatives to photograph, video and take audio recordings during my time with TCMS as per my course schedules including reschedules and additional instructional time and or activities I sign up and agree to within the year.

I further grant TCMS and its representatives the right to reproduce, use, exhibit, display, broadcast and distribute and create derivative works of the images and recordings while participation in activities with TCMS for promotional, educational and /or corporate use unless otherwise arranged.

NOTE: TCMS is aware that in some situations, an individual may be unable to have images shown due to legal/protective/safety reasons. If this applies to you, please indicate that here:

WAIVER, INDEMNITY AND RELEASE:

I acknowledge that TCMS owns all rights to the images and recordings. I waive any rights to inspect or approve, or royalties and compensation arising from the use of the images or recordings.

I release, defend, indemnify and hold harmless TCMS from and against any claims, damages or liability arising from or related to the use of images, recordings or material, including but not to limited claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any alterations of the images and recording.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND THE CONTENTS, MEANING AND IMPACT OF THIS CONSENT WAIVER BEFORE SIGNING BELOW.

FOR PARTICIPANTS OF MINORITY AGE (Under the age of 18 at time of registration) This is to certify that I, as a parent/guardian with legal responsibility for the participant shown do consent and agree to his/her release as provided above of all the Releases and, for myself, my heirs, assigns and next of kin, I release and agree to Indemnify the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.