

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT

I. PARTICIPATION REQUIREMENTS

In order to participate in your on-bike 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. At the discretion of the instructors you may be required to wear TCMS gear in addition to or instead of your personal gear.
- Must attend **in at least denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable, and you will not be permitted to participate.
- 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 and no refund/credit will be given**
- do pre-class homework and quiz prior to your on-bike portion 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. At the discretion of the instructors you may be required to wear TCMS gear in addition to or instead of your personal gear.
- Must attend **in at least denim jeans** or riding pants – shorts, yoga/sweat and dress pants are NOT acceptable, and you will not be permitted to participate.

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, and you will not be permitted to participate.
- 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, and you will not be permitted to participate.
- 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 or you will not be permitted to participate
- 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.

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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/CREDIT will be given once a course has commenced under ANY circumstances including illness (eg. Covid 19)**
- **that you cannot defer your registration to the following season(s)**
- **you are accepting this risk as you are booking a service set withing a specific block of time that cannot be transferred.**

CANCELLATION FEES (Unless superseded by a non-refundable promo)

- At least 14 full days before your Basic courses \$146
- At least 14 full days before your Group Test Preps \$69
- At least 14 full days before your Private Prep/Private Practice/1:1 \$92
- At least 14 full days before your Refresher or Off-Road \$92
- Within 14 days of ALL courses** No Refund/credit

*** including deferrals due to weather or other issues as in point IV below*

STUDENT INITIALS

REBOOKING FEES (Does not apply when superseded by a non-refundable promo)

- At least 14 full days before your course start \$69
- Within 14 days of your course start 50% of fees
- After your course start 100% of fee

PARENTAL INITIALS

NON-REFUNDABLE PROMOS

- NO REFUND/CREDIT under any circumstances upon confirmation
- Promo pricing only valid if and only if paid within the promo period for the dates/times specified, no rain checks
- Non transferrable

SPECIAL TERMS BASIC COURSE (Silver and Gold)

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

- you are not entitled to a refund or credit of any fee for all or any portion remaining
- 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 per module of \$120 for Silver and \$145 for Gold Course that must be paid in advance. No refund/credit will be given whether-or-not you are able to meet the requirements to graduate from the course.
- There are 4 on-bike modules: foundation, skills, emergency, road.

IV. WEATHER & OTHER ISSUES:

TCMS reserves the right to reschedule or cancel any course or part of a course in the event of weather or any issues beyond the control of TCMS. It is important to note that course dates during certain times of the season (especially at the start and end) are subject to a higher risk of cancellation or postponement. We will do our best to work with you 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 (re-do fees apply) 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

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V. REASONS FOR DISMISSAL & TERMINATION OF REGISTRATION: *no refund/credit will be given

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.

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.

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 may be allowed prior to your on-bike portion starting, please contact us if this occurs. An administrative fee of \$69 to you in addition to the transferee's \$146+gst classroom fee must be made prior to the transfer.

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/credit 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 also 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.

Student **SIGNATURE:** _____

Parent/Guardian **SIGNATURE:** _____

FULL LEGAL NAME: _____

FULL LEGAL NAME: _____

Date Signed: _____

Date Signed: _____

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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 personally are required to complete the daily TCMS digital health check on your phone or other personal device **AT LEAST 2 hours before class** begins. Failure to do so will result in you being turned away a no refund/credit will be given. Minors MUST fill out their own.

II. PPE

You are required to wear any PPE (eg. face masks) whether indoors or outdoors as required when the Healthy Motorcycle Guidelines are in affect.

III. 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.

IV. MOTORCYCLES

You,

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

V. PHYSICAL DISTANCING

PERSONAL SPACING

You,

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

TIP OVER OR CRASH

You,

- should do your best to remain calm, make sure you are ok, leave your visor closed, and hit the emergency switch
- **WILL NOT** pick up the motorcycle. **If** you are ok, 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

VI. PERSONAL ITEMS, SANITIZATION & DISINFECTING

- Sanitizers and disinfectants are on site, but we recommend that you keep a bottle of hand sanitizer on your person to even further limit cross-contamination and peace mind.
- You are required to bring your own water bottles to reduce risk of cross-contamination (enough for the duration of the class) and snacks
- You must sanitize your hands before entering the trailer, and before/after use of the porta-pottie
- Students 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 stored within assigned spaces.



ASSUMPTION, WAIVER AND RELEASE OF LIABILITY

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

BY SIGNING THE FOLOWING AGREEMENTS, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

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.

Initials

Parental

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.

Initials

Parental

CONDITIONS OF PARTICIPATION & COVID GUIDLINES

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

GENERAL CONDITIONS:

I willingly agree:

1. to comply with the stated and customary terms and conditions for participation. Including that contained within the Course Participation Agreement. 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.

Student Signature: _____

Parent/Guardian Signature: _____

Full Legal Name: _____

Full Legal Name: _____

Date Signed: _____

Date Signed: _____

PHOTOGRAPHIC, VIDEO AND AUDIO RECORDING CONSENT, WAIVER, INDEMNITY AND RELEASE

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

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 explain that here:

Initials Parental

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.

Initials Parental

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.

Student Signature: _____

Parent/Guardian Signature: _____

Full Legal Name: _____

Full Legal Name: _____

Date Signed: _____

Date Signed: _____