

NOTICE: These same terms were presented to you at registration and your agreement was required prior to payment

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 on-bike course, you MUST,

- be at least sixteen (16) years of age (parental consent required if you are under 18 years of age).
- pay your course fees in full at registration.
- 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) within time frame allotted.
- be able to produce a valid license and related documents when requested.
- follow healthy motorcycling guidelines in relation Alberta Government Health orders and Alberta Health Services.
- respond to any email requirements by the deadlines given – make sure you email is correct and up to date and to bring any issues or questions about email communication to the immediate attention of TCMS. We are not responsible to you missing important information or request as a result.

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

REFRESHER AND PRIVATE PRACTICE

- meet licensing requirements by providing proof of a valid class 6 Graduated or Full Alberta Driver's license or equivalent.
- wear a full-faced DOT approved helmet and suitable protective gear.
- attend in at least denim jeans or riding pants – shorts, yoga / sweats 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 motorcycle you are riding for the course.
- ensure that your motorcycle is mechanically in working order.

OFF-ROAD ACADEMY COURSES

- meet licensing requirements by providing proof of a valid class 6 Graduated or Full Alberta Driver's license 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 motorcycle you are riding for the course if providing your own motorcycle.
- ensure that your motorcycle is mechanically in working order.
- sign a separate agreement if you are renting a motorcycle from TCMS

PROFESSIONAL RIDING ACADEMY COURSES

- meet licensing requirements by providing proof of a valid class 6 Graduated or Full Alberta Driver's license 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 motorcycle you are riding for the course
- ensure that your motorcycle (street legal for street courses) is mechanically in working order
- adhere to additional rules set out by the training facility including mechanical and noise requirements.

You also agree enrollment in one of the above advanced courses means that you MUST be able to demonstrate sufficient control and understanding of the operation of a motorcycle withing the first 30 minutes of the course start. It will be at the discretion of the instructor(s) whether or not you will be permitted to continue with the course, to leave the training facility and or continue with on road training.

II. REGISTRATION FEES AND CONFIRMATION

You agree,

- payment is in full, and all completed forms MUST be submitted within 24 hours of receipt or immediately upon receipt of forms if registered within those 14 days prior to your on-bike dates whichever is sooner for us to process you registration to secure and confirm your place in the course or risk a forfeit with no refund or credit.
- you will receive your course confirmation and any correspondence from TCMS only by email - nothing will be mailed to you, and we will not call you. TCMS is not responsible if you miss you course or do not receive course material because of any issue with your email.

III. CANCELLATION / RE-BOOKING / TRANSFERS: +applicable taxes

You agree,

- **NO REFUND or CREDIT** will be given once a course has commenced under ANY circumstances including illness (e.g., Covid 19, flu,)
- **NO REFUND or CREDIT** on Fundraiser and promotional codes, nor can they be redeemed for cash
- 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 deferred or transferred
- it is your responsibility to be familiar with a refamiliarize yourself with the terms and conditions prior to making any changes to your registration. We will not contact you to remind or discuss what your changes entail.
- any changes to your registration must be made personally or by a parent or legal guardian required in the case of a minor.
- written notice must be provided in all cases and any applicable fees are to be paid in full as per deadlines.

CANCELLATION FEES (Unless superseded by a non-refundable promo): (offroad denoted as ORA)

- within date of payment / registration refund* less \$46 (3.5% with ORA rental)
- date of registration to 30 full days before your Refresher / ORA refund* less \$69 (3.5% with ORA rental)
- from 29-15 full days before your Refresher or ORA refund* less \$92 (3.5% with ORA rental)
- within 14 full days before your Refresher or ORA **NO REFUND or CREDIT**
- on course start day **NO REFUND or CREDIT**
- Professional Riding course **NO REFUND or CREDIT due to nature of the course**

* original form of payment (PayPal processing, etransfer) and can take up to 10 business days depending on your banking institution.

RE-BOOKING FEES (Unless superseded by a non-refundable promo):

- within Date of Payment/Registration No fee
- date of Registration to 30 full days before your Refresher / ORA additional \$46
- from 29-15 full days before your Refresher / ORA additional \$69
- within 14 full days before your Refresher / ORA additional 50% of posted tuition
- on course start day requires a new registration
- Professional Riding course **NO REBOOKING due to nature of the course**
- requested dates are not confirmed without payment and fees will be adjusted according to the schedule above until then.
- not eligible for cancellation after a re-book.

NON-REFUNDABLE DISCOUNT PROMOS: includes all discounts above \$69

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

TRANSFERS:

- date of original registration to 7 full days before your Grad Courses additional \$69 (from you or the transferee)
- you will not be refunded or credited your fees. It is up to you to get the fees from the individual you are transferring to.
- the transferee must agree to the same terms.

IV. DEEMED UNSUCCESSFUL

If you do not successfully demonstrate the skills required to continue with the course, you are not entitled to a refund or credit of any fees or deferral or transfer of the time for all or any portion of the course remaining.

V. WEATHER & OTHER ISSUES:

TCMS reserves the right to reschedule / postpone or cancel any course in part or in full at any time prior to or during the course in the event of weather or any issues beyond the control of TCMS. It is important to note that certain times of the season especially the start and end are subject to a higher risk of reschedule / postponement and requires flexibility with your availability / schedule on your end. The cancellation / refund policies will still apply if you choose to cancel or are unable to attend your rescheduled dates and or times.

Professional Riding course is a **NO REFUND NO CREDIT** course due to the nature of the course.

VI. REASONS FOR DISMISSAL & TERMINATION OF REGISTRATION: NO REFUND or CREDIT PROVIDED

PREGNANCY

If you are pregnant, this course is not for you as the safety of your unborn child is important to us. 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 SESSIONS

As the curriculum is progressive, you are required to be on time to your class. Late arrivals **WILL** be turned away. Each session 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 or credit due to any and all behaviours TCMS finds to be inappropriate, unsafe, or illegal including and not limited to the following reasons:

- you are observed to be under the influence of alcohol and or drugs
- failure to follow instructions, in particular
- harassment or abuse of any kind towards any person including and not limited to course participants, instructors, or staff of TCMS; property including and not limited to motorcycles and equipment belonging to TCMS, its staff, participants, or facility
- intentionally providing or failing to correct false or erroneous information at registration or during the course.

INVALID LICENSING & REQUIREMENTS

Legally you must be able to produce a valid license prior to and within the duration of your course dates in order to participate.

LACK OF COMMUNICATION

You agree that TCMS may terminate your registration without any right to a refund or credit due to a lack of response when a response is required (e.g. reschedules).

VII. PRE-PAID PURCHASE CODES / FUNDRAISER OR PROMOTIONAL CODES:

Prepaid purchase codes are to allow an individual to pay in part or whole of a course for the registrant to allow for the convenience of choosing the dates that work for them. Fundraiser codes are received through a fundraiser and promotional codes are provided through another business as a bonus of a product or service of that same business.

You agree,

- purchasers may request reissue of lost unredeemed codes with proof of purchase and will be subject to a \$23 fee.
- policies including cancellation, re-booking, and transfer apply once codes are redeemed for a course.
- course dates cannot be deferred to the following season(s).
- fundraiser and promotional codes must be used in the season intended and cannot be redeemed for cash or credit.

VIII. HEALTHY MOTORCYCLING GUIDELINES:

You agree that TCMS may implement Healthy Motorcycling Guidelines (available on the TCMS website) 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 of it and or any updates as it becomes available for your course. You further agree that the Healthy Motorcycling Guideline may change during your course without advance notice. You 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 or credit will be given.

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 fully 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 understand that you are to email LearnToRide@Toocoolrides.ca to make any corrections / additions or changes to your registration including cancellations or rebooks.

AGE OF MINORITY:

- this agreement must be signed by a Parent or Legal Guardian if the registrant is under the age of 18 at the time of registration.
- the parent and Legal Guardian will be cc'd until the age of 18 has been reached unless otherwise requested in writing.
- this Agreement will automatically be sent to the Parent or Legal Guardian.

STUDENT SIGNATURE

PARENT / LEGAL GUARDIAN SIGNATURE

FULL LEGAL NAME (FIRST MIDDLE LAST)

FULL LEGAL NAME (FIRST MIDDLE LAST)

DATE SIGNED

DATE SIGNED