

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,

LEARN TO RIDE FULL AND INTRO ONLY COURSES

- meet licensing requirements by providing proof of at least a valid class 5 Graduated or Full Alberta Driver's license 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.
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.
- 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 before attending your first on lot class. You agree that if you are unable to balance on a motorcycle and or ride to a safe standard at any time during your course - as judged by the TCMS instructors - you will not be permitted to continue the course and no refund or credit will be given.
- do pre-class work (including classroom theory, prep videos and homework) and quiz prior to your on-bike portion, and in course homework that you are assigned. In our experience, failure to complete this homework can and often does, result in unsuccessful outcomes for the student.

TEST PREP AND EXTRA PRACTICE COURSES

- have graduated from TCMS or have proof of successful completion of a course at an Alberta accredited school.
- meet licensing requirements by providing proof of at least a valid class 5 Graduated or Full Alberta Driver's license 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
- 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

TCMS GEAR RENTAL: This is for reference only. You will be fitted on your first day. You are welcome to use your own gear however we do have the right to add or switch it out for our gear to provide you with the best protection possible while learning.

Helmet size (up to 4XL): _____ Height: _____

Jacket size (up to men's 4XL): _____ Build: _____

Shoe size (up to men's 13.5): _____ Other: _____

Glove size (up to 2XL): _____

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 your 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 your 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): (LTR denotes Learn to Ride)

- Learn to Ride:
 - within Date of Payment/Registration refund* less \$46
 - date of Registration to 30 full days before, your LTR full or intro refund* less \$146
 - from 29-15 full days before your LTR full / LTR intro only refund* less \$246 / \$146
 - within 14 full days before your LTR full / LTR intro..... **NO REFUND or CREDIT / less \$200**
- Test Prep / Extra Practice:
 - within Date of Payment/Registration refund* less \$46
 - date of Registration to 15 full days before your Test Prep / Extra Practice ... refund* less \$69
 - within 14 full days of your Test Prep / Extra Practice refund* less \$100
- from original course start day **NO REFUND or CREDIT**

* 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): (LTR denotes Learn to Ride)

- Learn to Ride:
 - within Date of Payment/Registrationno fee
 - date of Registration to 30 full days before your LTR full / LTR intro onlyadditional \$123 / \$46
 - from 29-15 full days before your LTR full / LTR intro onlyadditional \$223 / \$69
 - within 14 full days before your LTR full / intro coursesadditional %50 of posted tuition / \$123
- Test Prep / Extra Practice:
 - within Date of Payment/Registrationno fee
 - date of Registration to 30 full days before your Test Prep / Extra Practice ..no fee
 - from 29-15 full days before your Test Prep / Extra Practiceno fee
 - within 14 full days before your Test Prep / Extra Practiceadditional \$46
- from original course start dayrequires a new registration
- 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 \$69 and above

- **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:

- Learn to Ride:
 - date of registration to 30 full days before your LTR full or LTR introadditional \$223
 - from 29-15 full days before your LTR full or LTR introadditional \$246 / \$69
- Test Prep:
 - date of registration to 30 full days before your Test Prepadditional \$46
 - from 29-15 full days before your Test Prepadditional \$69
- ORA / Pro Street: \$69
- you will not be refunded or credited your tuition/fees. It is up to you to get the fees from the individual you are transferring to.

ADMIN FEES:

- changes to registration not covered above\$46

IV. DEEMED UNSUCCESSFUL

If you are enrolled in a Learn to Ride course and you have attended any or all scheduled classes and you are not able to successfully demonstrate the skills required to proceed, you agree that the following special terms apply:

- **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.**
- you will be offered ONE opportunity to book a redo for part or all of the four on-bike modules within the season availability permitting.
- you must re-attend within 30 days of your original course completion date, unless agreed to in writing by TCMS. Beyond 30 days you will be required to also redo the module prior to the module you were initially required to redo. (There may be a mandatory minimum 30 day waiting period to allow you more time to prepare for re-attendance if the redo includes module 1.)
- 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 be required to redo more than one module.
- you will be entitled to a special redo rate of\$125 per module booked (the required redo to and including module 4)
- fees must be paid in advance and no refund or 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: 3C, Skills, Emergency, Road

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. We try our best to complete your course as close as we can to the original dates IF and when able. You are responsible for keeping on top of the review to be prepared for when you continue. 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. The cancellation / refund policies will still apply if you choose to cancel or are unable to attend your rescheduled dates and or times.

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 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 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 withing 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 \$46 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:

TOO COOL MOTORCYCLE SCHOOL COURSE PARTICIPANT AGREEMENT - UNDERGRAD PROGRAM

BV202301

- 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