



**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
IN RESPECT TO SPYDER TRAINING PROGRAMS**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY

INITIAL

Program Name: **Rider Training Basic – Can-Am Spyder (with licensing) DRVR 0031**
The College supplies Can-Am Spyder/Ryker

Program Date: _____

Student Name: (please print) _____

ACKNOWLEDGEMENT – SAFETY

I acknowledge that the training area contains many obstacles such as buildings, concrete barriers, light stands, trees, other spyder, motorized vehicles, pedestrians and course instructors and that all obstacles on the training area pose a risk of serious injury or death.

INITIAL

ASSUMPTION OF RISK

I am aware that the Spyder Training Programs at Georgian College involves many risks, dangers and hazards including but not limited to: changing weather conditions, rain, snow, concrete barriers, trees, light stands, buildings, asphalt imperfections, debris, other spyders, other vehicles, pedestrians on foot or on bicycles, fences, collisions with other students, negligence of other Students in the Spyder Training Program, harm to myself or others as a result of my inexperience or inability to control the spyder, and negligence on the part of the Georgian College administration and Georgian College instructors including the failure of Georgian College administration and Georgian College instructors to safeguard me from the risks, dangers and hazards of Spyder Training Programs at Georgian College. I am also aware that the risks, dangers and hazards referred to above exist throughout the training area.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPYDER TRAINING PROGRAMS AND I FREELY AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

1. I hereby release Georgian College, its officers, instructors, employees, volunteers and directors (collectively the “Releasees”) from any and all responsibility or liability for any property damage, bodily injury, expenses and claims of every nature and kind, caused by negligence howsoever arising from, or in consequence of my voluntary participation in Spyder Training Programs conducted by Georgian College, and its officers, instructors, employees, volunteers and directors, from all claims and rights of action for any and all damages which may arise through my voluntary participation in this training, including claims by any family members who may suffer a loss or damages or otherwise be adversely affected should I sustain injury as a result of my or anyone else’s negligence or as a result of any other cause while I participate in this training.

2. I understand that at any point in the course I may be dismissed from the course because of safety concerns for myself or others as identified by the instructors and that there is no reprieve and no refund of fees. These safety concerns include but are not limited to unsafe driving practice, failure to use appropriate clothing, safety gear or inability to control the spyder.



3. I further understand that there is no provision for accident benefit coverage as the Can-Am Spyders are not required to be registered or licensed under the Ontario Motor Vehicle Act.
4. The Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.
5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.
6. In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Spyder Training Programs at Georgian College other than what is set out in this Agreement.

Student Signature: _____ Date _____

Parent of Legal Guardian (if student is under the age of 18):

Please print name	Signature	Date
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Witness Signature (course instructor):

Please print name	Signature	Date
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This Agreement must be fully signed, dated and witnessed before student will be allowed to start the Spyder Training Programs.