



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

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

INITIAL

Program Name: Motorcycle Training Program M2Exit (two-wheeled motorcycles/motor tricycles 2 rear wheels/motor tricycles 2 front wheels)

Program Date: _____

Student Name: (please print) _____

ACKNOWLEDGEMENT – SAFETY

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

INITIAL

I further acknowledge that the M2Exit training program will include programming within which a student operates a motorcycle/motor tricycle on public roadways with the risks attendant to the operation of a motorcycle/motor tricycle at higher speeds and in traffic, all of which pose a risk of serious injury or death.

ASSUMPTION OF RISK

I am aware that the Motorcycle 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 motorcycles, other vehicles, pedestrians on foot or on bicycles, fences, collisions with other students, negligence of other Students in the Motorcycle Training Program, harm to myself or others as a result of my inexperience or inability to control the motorcycle/motor tricycle, 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 Motorcycle 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 MOTORCYCLE 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 Motorcycle 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 motorcycle/motor tricycle.

3. Motorcycle/Motor Tricycle with 2 rear wheels (Trike)

I further understand that any and all insurance coverage, licensing, maintenance and legal requirements for the **motorcycle**, (two wheeled motorcycle and 2 rear wheels motor tricycle) which I am supplying and riding for this training program and /or test, up to and including meeting the standard set in the **Ontario Highway Traffic Act, Schedule 6** – Inspection Requirements and Performance Standards for Motorcycles Except Motorcycles with Two Front Wheels (http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_900611_e.htm) are solely my responsibility.

Motor Tricycle with 2 front wheels (Can-Am Spyder)

I further understand that any and all insurance coverage, licensing, maintenance and legal requirements for the **motor tricycle**, (two front wheels) which I am supplying and riding for this training program and /or test, up to and including meeting the standard set in the **Ontario Highway Traffic Act, Schedule 6.1** – Inspection Requirements and Performance Standards for Motor Tricycles with Two Front Wheels, (http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_900611_e.htm) are solely my responsibility.

- 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 Motorcycle 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

Witness Signature (course instructor):

_____ Please print name Signature Date

This Agreement must be fully signed, dated and witnessed before student will be allowed to start the Motorcycle Training Programs.