

SPYDER TRAINING (DRIV-9064)

18 YEARS OF AGE AND OVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

1. This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (referred to as the "Agreement") is effective as of _____(DD/MM/YYYY).
2. I _____(Student), **am at least eighteen (18) years of age** and have voluntarily registered to participate in a motorcycle skills and safety course (hereinafter the "Course") provided by Fanshawe College of Applied Arts and Technology (hereinafter the "College" which term includes all governors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers as well as its directors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers).
3. I understand that the signing of this Agreement is a required component of the Course. I acknowledge that I am signing this Agreement and I am agreeing to be bound to the terms within it, as good and valuable consideration in exchange for the College permitting me to participate in the Course.
4. I understand that if I do not sign this Agreement, I will not be permitted to participate in this Course and that I will be entitled to a full refund of my Course fees.
5. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the College, other than what is set forth in this Agreement.

Assumption of Risk

6. I understand and acknowledge that riding a motorcycle/learning to ride a motorcycle is an inherently dangerous activity. I also am aware that riding a motorcycle/learning to ride a motorcycle and participating in the Course involves many risks, dangers and hazards including the risk of sustaining personal injury. Such injuries include but are not limited to muscular injuries, soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head injuries, facial eye and/or dental injuries, other severe injuries such as paralysis, permanent disability, or death. By signing this Agreement I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course. **INITIAL:** _____
7. I understand and acknowledge that the motorcycle training area contains many obstacles and/or hazards including but not limited to buildings, concrete barriers, light stands, asphalt imperfections, debris, trees, other motorcycles or motorized vehicles, pedestrians, other students on foot or on other motorcycles and course instructors and that all obstacles in the motorcycle training area pose a risk of serious personal injury, permanent disability, or death. By signing this Agreement I am voluntarily accepting the risk that I may sustain injuries, including serious injuries, permanent disability or even death because of obstacles

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and/or hazards which exist in the motorcycle training area and that I am assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course.

INITIAL: _____

8. I understand and acknowledge that in addition to the conditions of the motorcycle training area, I am at risk for serious injury, permanent disability, or death due to my inexperience and inability to operate a motorcycle, the inexperience and inability of other Students to operate a motorcycle, the malfunctioning or misuse of any motorcycle operated by myself or other Students, and the failure of the College to safeguard me from the risk, hazards and dangers associated with learning to ride a motorcycle including but not limited to the negligence or other failure on the part of the College to train and instruct me in the operation of a motorcycle. By signing this Agreement I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death that I may sustain during, because of, arising out of, in connection with or in relation to my participation in the Course.

INITIAL: _____

9. I understand and acknowledge that as a result of my participation in the Course, I may cause injury to others and that I may damage property owned by others. By signing this Agreement I am voluntarily accepting the risk of causing such injury and damage and assuming all responsibility for any and all injuries, I may cause or contribute to during, because of, arising out of, in connection with or in relation to my participation in the Course.

INITIAL: _____

10. For greater certainty and so as to avoid any uncertainty, I understand the risks associated with my participation in the Course and I fully accept all risks including the usual risks one would associate with riding and learning to ride a motorcycle AS WELL AS THE RISK THAT THE COLLEGE MAY BE NEGLIGENT, OR OTHERWISE FAIL TO PROVIDE A SAFE LEARNING ENVIRONMENT WHEN SUCH NEGLIGENCE OR FAILURE COULD LEAD TO INJURY, PERMENANT DISABILITY, OR DEATH. **INITIAL:** _____

Disclaimer and Release and Waiver of Claims

11. In addition to assuming and accepting all responsibility for all risks including the risk of any and all injuries, including permanent disability or death, that I may sustain during, because of, arising out of or in relation to my participation in the Course; and in addition to assuming and accepting all responsibility for any injury or damage that I may cause to others, I also acknowledge that the College is not, and shall not be, responsible for losses, injuries, damages or death that I may sustain or for any expenses or costs that I incur, or for any injury or damage I may cause to others during, because of, arising out of, in connection with or in relation to my participation in the Course, even if the risks were caused or created by the actions, inaction, negligence or omission of the College. **INITIAL:** _____

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12. By signing this Agreement I hereby release the College from any and all responsibility and from any liability for:
- any losses, injuries or damages that I may sustain;
 - any expenses or costs I may incur; and
 - any injuries or damage that I may cause to others
- during, because of, arising out of or in relation to my participation in the Course, however such losses, injuries, damages, expenses or costs may have been caused, even if such losses, injuries, damages, expenses or costs may have been caused or were caused by the negligence of the College. **INITIAL:** _____
13. For greater certainty I understand and agree that by signing this Agreement, I WILL BE GIVING UP MY LEGAL RIGHT TO SUE THE COLLEGE IN THE EVENT THAT I SUSTAIN ANY LOSSES, INJURIES OR DAMAGES because of, arising out of or in relation to my participation in the Course. I understand that this Agreement is a RELEASE OF MY RIGHT TO SUE the College and that this Agreement may be used against me in a court of law should I sue the College. I further understand that the term "Right to Sue" means the right to make a claim, bring a lawsuit or otherwise advance any action against the College for any losses, injuries or damages that I may sustain and for any expenses or costs I may incur during, because of, arising out of or in relation to my participation in the Course. **INITIAL:** _____
14. I also understand and acknowledge that the waiver and release of my legal right to sue the College as set Out in paragraph 10, encompasses any rights I may have for contribution and indemnity from the College, including but not limited to the right to add the College to any claim or lawsuit in the event that I am sued for any matter because of, arising out of, in connection with or in relation to my participation in the Course. **INITIAL:** _____
15. I expressly acknowledge that the waiver of my legal rights as set Out in paragraph 10 above extends both to losses, injuries, damages, costs and expenses which result from the usual risks one would associate with riding and learning to ride a motorcycle AND TO losses, injuries, damages, cost and expenses WHICH MAY RESULT FROM THE NEGLIGENCE OF THE COLLEGE AND FROM ANY FAILURE ON THE PART OF THE COLLEGE TO TAKE CAREFUL MEASURES AVAILABLE OR UNDERSTOOD TO BE NECESSARY FOR SAFETY IN THE CIRCUMSTANCES. **INITIAL:** _____
16. For greater certainty and so as to avoid any uncertainty, I understand that by signing this Agreement I AM GIVING UP MY RIGHT TO SUE THE COLLEGE for any losses, injuries, damages, cost or expenses, due to any cause whatsoever, EVEN if such losses, damages, injuries, costs or expenses were caused BY THE NEGLIGENCE OF THE COLLEGE OR BY THE FAILURE OF THE COLLEGE TO TAKE CAREFUL MEASURES AVAILABLE OR UNDERSTOOD TO BE NECESSARY FOR SAFETY IN THE CIRCUMSTANCES. **INITIAL:** _____

Hold Harmless and Indemnity

17. In addition to my assumption of the risks associated with riding or learning to ride a motorcycle, and in addition to waiving my legal right to sue the College as per paragraphs 10 through 14, I also hereby agree to indemnify and hold harmless the College against and from all claims, demands, actions, causes of action, suits, debts, liabilities, demands, judgments and damages whatsoever, which may be brought against or sought from the College because of, arising out of, in connection with or in relation to my participation in the Course. **INITIAL:** _____

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Additional Agreements

18. This Agreement and the commitments I have made in this Agreement, shall be effective and binding upon my heirs, next of kin, successors, assigns, executors, administrator and/or legal representatives in the event of my death or incapacity.

INITIAL: _____

19. I acknowledge that:

- a. I am at least 18 years of age;
- b. I have read this Agreement in its entirety and appreciate my rights, obligations and liabilities set out herein;
- c. I have been given the opportunity to seek independent legal advice with respect to this Agreement and that I have received such advice or waived my right to do so; and
- d. I am voluntarily participating in this Course and voluntarily signing this Agreement.

INITIAL: _____

Student Name (Print)

Student Signature

Date

Witness Name (Print)

Witness Signature

Date