

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

1st CHOICE MOTORCYCLE SCHOOL

Date release signed: _____

In full or partial consideration for allowing me to participate in all related events and activities of 1st CHOICE MOTORCYCLE SCHOOL, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation, in all forms of motor training and in particular in being allowed to enter, for any reason, any restricted area; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate with 1st CHOICE MOTORCYCLE SCHOOL, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant with 1st CHOICE MOTORCYCLE SCHOOL; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times being with 1st CHOICE MOTORCYCLE SCHOOL the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest instructor, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation with 1st CHOICE MOTORCYCLE SCHOOL.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation with 1st CHOICE MOTORCYCLE SCHOOL even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releases, as that term is defined below, and any persons associated therewith or otherwise participating with 1stCHOICE MOTORCYCLE SCHOOL in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with 1st CHOICE MOTORCYCLE SCHOOL including the all areas and other participants, rescue personnel, regarding 1st CHOICE MOTORCYCLE SCHOOL or event premises, or any one or more of them (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity at, 1st CHOICE MOTORCYCLE SCHOOL, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of 1st CHOICE MOTORCYCLE SCHOOL; and

4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releases or otherwise as stated above.

5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which 1st CHOICE MOTORCYCLE SCHOOL operates.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Participant: _____

Printed Name of Participant: _____

Signature of Witness: _____

IMPORTANT

Students MUST notify 1st CHOICE MOTORCYCLE SCHOOL on their application form if they suffer from any physical limitations, physical impairment, and cognitive impairment or are taking medications that could adversely affect physical or cognitive ability to operate a motorcycle in a safe manner.

If you do not wish to disclose medical details on your application forms, we strongly urge you to have a private discussion with your instructor. Being aware of the physical or mental conditions allows your instructor to modify your training requirements as well as maintaining a safe training experience for you and your fellow students.