



PARTICIPANT WAIVER

Road Safety Association of Ontario/ MotorcycleCourse.com

Description of Course: _____

Course Date: _____

Participant Name ("Participant"): _____

(Last)

(Middle)

(First)

Phone: _____

(Mobile)

(Residence)

Birth

Date: _____

(DD/MM/YEAR)

Address: _____

If the Participant is under 18, a Legal Guardian must complete the following:

Legal Guardian ("Guardian"): _____

(Last)

(Middle)

(First)

Phone: _____

Birth

Date: _____

(DD/MM/YEAR)

Address: _____

ATTENTION: PLEASE READ CAREFULLY BEFORE SIGNING AS YOUR LEGAL RIGHTS ARE AFFECTED.

To: Road Safety Association of Ontario, operating as "motorcyclecourse.com" (hereinafter the "Course Provider"), its employees, officers, directors, agents, volunteers, contractors, servants or representatives (hereinafter the "Released Parties").

As a Participant, I fully understand and agree to the following:

Assumption of Risks: In consideration of my participation in this Course, I acknowledge that this Course involves various risks, dangers and hazards which all participants are required to assume, including but not limited to:

- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries;
- Injuries resulting from walking, running, riding, slipping and/or falling; and
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities.

I hereby freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property or loss resulting from my participation.

Consent to Medical Treatment: I agree to hereby give permission to have the Course Provider and the Released Parties arrange for any emergency medical care including hospitalization and transportation, if necessary, to the administration of such emergency medical treatment as may be deemed necessary in the circumstances. I agree to pay all costs associated with medical care and transportation.

Release: In consideration of being granted permission to participate in the above noted Course, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release and discharge the Course Provider and the Released Parties from any and all claims of liability for

personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my participation.

Indemnity: In consideration of being granted permission to participate in the above noted Course, I agree to hold harmless and indemnify the Course Provider and the Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury or property damage to any third party arising from my participation as a participant in the Course.

Road Safety Association of Ontario/ motorcyclecourse.com

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Personal Information: I consent to the collection, use and disclosure of personal information and am aware that the following personal information (as defined under Ontario privacy law) may be collected before, during or after the Course by the Course Provider, including but not limited to:

1. Names of participants and guardians, addresses, phone numbers, ages and birth dates of participants, and details about the Course attended by the Participant; and
2. Photographs or videos of participants while participating in the Course.

I consent to the collection, use and disclosure of personal information described in the paragraphs below:

- Collection and use of personal information under paragraph 1 above for the purposes of facilitating the Course.
- Collection, use and disclosure of personal information under paragraph 2 above for the purposes of marketing Course Provider programs and outreach activities to the general public, including use and disclosure in print and digital marketing and promotion and public relations materials, and on the Course Provider's website and social media sites and feeds.
- Collection and use of personal information under paragraphs 1 and 2 above for the purposes of recruitment and marketing of Course Provider programs and outreach activities.

I AM AWARE OF THE NATURE AND EFFECT OF THIS PARTICIPANT WAIVER, ASSUMPTION OF RISKS, CONSENT TO MEDICAL TREATMENT, RELEASE, INDEMNITY AND PERSONAL INFORMATION, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

If the Participant is under 18 years of age, a Guardian is required to sign and is encouraged to attend the classroom portion.

RSAO strongly encourages that you wear a full-face helmet. If you plan to wear anything other than this, please recognize and understand that you are at an increased risk of injury to your face and/or head if you should fall. By signing below, you accept all risk of injury that may result by wearing your choice of helmet.