Motorcycle Driver Training Course
Waiver of Liability

1. I, _____, from _____(Town or City) _____(Province) have voluntarily registered to participate in a motorcycle driver training course ("course") provided by Safety Services Newfoundland Labrador which term includes all directors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers as well as the Canada Safety Council and its directors, officers, employees, contractors, instructors, representatives, servants, assigns, agents and volunteers.

2. I understand that the signing of this document is a required component of the course. I acknowledge that I am signing this document and I am agreeing to be bound to the terms within it, as good and valuable consideration in exchange for Safety Services Newfoundland Labrador permitting me to participate in the course.

3. 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 or death. Such injuries include, but are not limited to, muscular injuries, soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head injuries, facial, eye or dental injuries, paralysis or any other injury resulting from participation in the course. By signing this document 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.

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

5. I understand and acknowledge 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. I also understand and acknowledge the risk that Safety Services Newfoundland Labrador could be negligent, or otherwise fail to provide a safe learning environment that could result in injury or death and I fully accept this risk as well. With respect to these risks associated with riding and learning to drive a motorcycle in the course I agree and confirm I do not and will not hold Safety Services Newfoundland Labrador responsible or accountable for any injuries or death resulting from such risks.

6. I understand and agree that by signing this document, I WILL BE GIVING UP MY LEGAL RIGHT TO SUE SAFETY SERVICES NEWFOUNDLAND LABRADOR 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 document is a WAIVER AND RELEASE OF MY RIGHT TO SUE Safety Services Newfoundland Labrador and that this document may be used against me in a court of law should I sue Safety Services Newfoundland Labrador. I further understand and acknowledge that the term "Right to Sue" means the right to make a claim, bring a lawsuit or otherwise advance any action against Safety Services Newfoundland Labrador 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.

PARTICIPANT INITIALS _____
PARENT/GUARDIAN INITIALS _____

7. I hereby agree to indemnify and hold harmless Safety Services Newfoundland Labrador against and from all claims, demands, actions, causes of action, suits, debts, liabilities, demands, judgments, losses and damages whatsoever, which may be brought against or sought from Safety Services Newfoundland Labrador because of, arising out of, in connection with or in relation to my participation in the course.

8. This document and this agreement and the commitments I have made in the document 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.

9. I acknowledge and confirm that:
   a) I am at least 18 years of age or my parent/guardian must co-sign if under 18;
   b) I have read this document in its entirety and fully understand my rights, obligations and liabilities set out herein;
   c) I have been given the opportunity to seek independent legal advice with respect to this document and that I have received such advice and/or confirm I have waived my right to do so;
   d) I am voluntarily participating in the course and by voluntarily signing this document I am agreeing to the conditions herein.

10. I understand that if I do not agree to the conditions herein and do not sign this document I will not be permitted to participate in the course and that I will be entitled to a full refund of my course fees.

_____
PARTICIPANT NAME

_____ _____
PARTICIPANT SIGNATURE DATE

IF THE PARTICIPANT IS LESS THAN **18** YEARS OF AGE, THIS FORM MUST BE SIGNED
BY A PARENT OR LEGAL GUARDIAN IN THE PRESENCE OF THE COURSE INSTRUCTOR

_____ _____
PARENT/GUARDIAN SIGNATURE DATE

_____
COURSE INSTRUCTOR