



PHONE: 403-973-3538

E-Mail: info@roadrunnerschool.com

Unit 207, 1830 52 St Calgary, AB T2B 1N1

Motorcycle training 1632 14 Ave NW Calgary, AB

RELEASE, WAIVER, and INDEMNITY AGREEMENT

I HEREBY DECLARE that I am aware of and fully realize the risks and dangers that are inherent in driving and riding vehicles of all types and varieties, whether cars, motorcycles, ATVs or otherwise. I realize that those risks and dangers exist regardless of any safety measures, which might be employed by **Road Runner Driving School**.

As used in this RELEASE, WAIVER and INDEMNITY AGREEMENT and unless the context otherwise requires:

“Participant” means any person or persons, including me, present for any purpose whatsoever at, or participating in any way in connection with, any event, school or other activity sponsored by or in any manner relating to **Road Runner Driving School**.

“Inherent dangers and risks of driving and riding” means those dangers or conditions which are in any way related to driving and riding motorized vehicles, such as speed; weather conditions as they exist or may change (such as dust, rain, ice, snow, route conditions); natural and man-made objects and things, and collisions with such objects and things; impact with barriers, signs, posts, fences or enclosures, hydrants, water pipes, man-made structures and their components; variations in steepness, terrain or road surface conditions, whether natural or as a result of design or maintenance operations, including but not limited to access roads, run-off areas and terrain modifications; collisions with other Participants; and, the failure of Participants to drive or ride with reasonable care.

1. I UNDERSTAND that it is my duty and responsibility to knowing the range of my own ability to control the vehicle I am operating, negotiate the course I am driving or riding, and to do so within the limits of such ability.
2. I WILL HEED ALL POSTED INFORMATION and other warnings, and will refrain from acting in a manner that may cause or contribute to the injury of others.
3. I ACCEPT AND ASSUME THE RISK OF, AND ALL LEGAL RESPONSIBILITY FOR, all injuries to persons or property resulting from any of the inherent dangers and risks of driving and riding, including the risk of injury to my or anyone else’s person or property resulting from another driver’s or rider’s acts or omission
4. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN **Road Runner Driving School**. LEARNING EXPERIENCE, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **Road Runner Driving School**. AND ITS OFFICERS, DIRECTORS, OFFICIALS, INSTRUCTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES, AND THE OWNERS AND LESSEES OF THE PREMISES AT WHICH I DRIVE OR RIDE, AND THE PROMOTERS, AND THE TRACK OPERATORS, OWNERS, VEHICLE OWNERS, DRIVERS, RIDERS, PIT CREWS, SPONSORS, ADVERTISERS AND OTHERS INVOLVED IN ANY WAY, AND ALL CORNER WORKERS, OFFICIALS AND OTHER EMPLOYEES AND AGENTS FOR ANY PURPOSE (HEREIN REFERRED TO AS “RELEASEES”), FROM AND FOR ALL LIABILITY TO ME, AND TO MY



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5. PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR:

1. ALL LOSS, DAMAGE OR CLAIM OR DEMAND ON ACCOUNT OF INJURY TO ME OR MY PERSONAL PROPERTY FROM ANY CAUSE

WHATSOEVER.

1. ALL LOSS, DAMAGE OR CLAIM, OR DEMAND ON ACCOUNT OF, OR RESULTING IN, MY INJURY, DEATH, LOSS OF LIMB(S) OR PERMANENT

DISABLEMENT, AND WHETHER CAUSE BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE I AM DRIVING OR RIDING, OR AM

IN, UPON OR ABOUT ANY AREA IN WHICH I OR OTHERS ARE ENGAGED IN ANY ACTIVITY, OR ARE PARTICIPATING, COMPETING,

OFFICIATING, OBSERVING OR WORKING FOR ANY PURPOSE ASSOCIATED IN ANY WAY WITH ALL **Road Runner Driving School**. MOTOR SPORT OR

EDUCATIONAL EVENTS OR EXPERIENCES.

5. I HEREBY AGREE TO AND INDEMNIFY THE RELEASEES, AND SAVE AND HOLD EACH OF THEM HARMLESS, FOR ANY AND ALL LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR RELATING IN ANY WAY TO MY PRESENCE IN, UPON OR ABOUT, AND ANY MANNER RELATING TO **Road Runner Driving School**, OR IN ANY WAY PARTICIPATING, COMPETING OR OFFICIATING IN OR AT, OR OBSERVING OR WORKING IN CONNECTION WITH, AN **Road Runner Driving School** - RELATED EVENT OR EXPERIENCE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF ALL BODILY INJURY, DEATH AND PROPERTY DAMAGE, WHETHER DUE TO MY NEGLIGENCE, THE NEGLIGENCE OF RELEASEES, OR THE NEGLIGENCE OF OTHERS, WHILE I AM IN, UPON OR ABOUT THE LOCATION OF ALL **Road Runner Driving School** OR EDUCATIONAL EVENTS OR EXPERIENCES, AND/OR WHILE PARTICIPATING, COMPETING OR OFFICIATING IN OR AT, OR OBSERVING OR WORKING FOR ANY PURPOSE ASSOCIATED WITH, A **Road Runner Driving School** -RELATED EVENT OR EXPERIENCE.
7. I HEREBY AGREE TO FOLLOW ALL RULES ESTABLISHED BY **Road Runner Driving School** AS WELL AS ANY PENALTIES ISSUED BY **Road Runner Driving School**.
8. I further expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the province or state in which the driving or riding I will do takes place, and if any portion of this agreement is held invalid, the balance shall continue in full legal force and effect.
9. I HAVE READ THIS DOCUMENT, AND I UNDERSTAND THAT THIS IS A RELEASE OF **ALL** CLAIMS.



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10. I HAVE READ AND VOLUNTARILY SIGN THE RELEASE, WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations,

Statements or inducements, apart from the foregoing written agreement, have been made.

13. I UNDERSTAND THAT I ASSUME ALL RISK (MEANING, THE RISK OF ANYTHING THAT HAPPENS – HOWEVER BIZARRE OR EGREGIOUS INHERENT IN DRIVING OR RIDING.
14. I VOLUNTARILY SIGN MY NAME, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.
15. AS CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE, I AUTHORIZE **Road Runner Driving School**, AND ITS AGENTS, SPONSORS AND PROMOTERS, WITHOUT RESTRICTION, TO USE PHOTOGRAPHS, MOTION PICTURES, DRONES, AND TRANSMISSION BY ELECTRONIC MEDIA OF MY SELF, MY NAME, MY TEAM NAME, MY SPONSORS' NAME(S), MY TEAM OWNERS' NAME(S) AND MY FOR PUBLICITY, PROMOTIONAL, ADVERTISING AND ALL OTHER PURPOSES.

MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION AGREEMENT

In consideration -----, the training sponsor, the owner of the training motorcycle, and the owner of the premises upon which training occurs, including each of their members, employees, officers, Rider Coaches and/or agents (the "Safety Course Providers"), permitting the undersigned to participate in the Motorcycle Safety Course and furnishing related services, equipment, and/or curriculum, the undersigned agrees to all of the following:

Participation in this course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, prescription or non-prescription drugs that could impair my performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Motorcycle Safety Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER, AND COVENANT NOT TO SUE AGREEMENT

I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Safety Course activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (c) these risks and dangers may be caused by the



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Negligence of the Safety Course Providers or the negligence of others, including other Safety Course participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Safety Course Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person. If I have brought a motorcycle or helmet to use in the Safety Course, I also agree that this release applies to any

damage that occurs to my motorcycle or helmet during the Safety Course.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Safety Course Providers for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the Safety Course Providers' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO ASSUME ALL RISKS AND RELEASE

THE ABOVE-NAMED SAFETY COURSE PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY

DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant Name – Please Print

Participant Signature

License or ID# and State

Date

Signature of parent or legal guardian if less than 18 years old - Relationship

License or ID# and State



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READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Safety Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING I AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY

FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS

ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.

(Participant Name – Please Print)

(Participant Signature)

(Date) (Signature of parent or legal guardian if less than 18 years old) (Relationship) (License or ID# and State)

Road Runner Driving School.