

PARTICIPANT WAIVER

Motorcycle Course

Fleming College

Description of Course: _____

Course Date: _____

Participant Name ("Participant"): _____
(Last) (Middle) (First)

Phone: _____ Birth Date: _____
(Mobile) (Residence) (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: _____
(Mobile) (Residence) (DD/MM/YEAR)

Address: _____

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

To: Sir Sandford Fleming College of Applied Arts and Technology (hereinafter the "College"), its employees, officials, Governors, officers, directors, volunteers, contractors, servants or representatives (hereinafter the "Released Parties") and Motorcyclecourse.com.

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, 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 College 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 College 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 College 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.

PARTICIPANT WAIVER

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 College, 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 College 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 College'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 College 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.

Signature of Participant

Print Name Clearly

Date

If the Participant is under 18 years of age, a Guardian is required to sign:

I hereby certify that I am the Guardian of the Participant and that they have permission to serve as a participant in the Course. As a Guardian, I fully understand and have full knowledge of the nature and extent of the risks involved with their participation as a participant.

Signature of Guardian

Print Name Clearly

Date

Personal information on this form is collected in accordance with the *Freedom of Information and Personal Privacy Act*, R.S.O. 1990, c. F.31 ("FIPPA"), and under authority of the *Ontario Colleges of Applied Arts and Technology Act, 2002*, S.O. 2002, c. 8, Schedule F, and other relevant legislation and is collected for the purpose of administering the College's Risk Management Program. Questions regarding collection of this information should be directed to the Course Coordinator.