

DIRTBIKE SCHOOL WAIVER & INDEMNIFICATION

Both sections of this form must be read and agreed to BY CHECKING THE BOX ON THE ONLINE APPLICATION prior to your first class. If you are under 18 years of age, you must have your parent or guardian submit the online application on your behalf. If you fail to do so, you will not be allowed to participate.

Participation in this course requires physical stamina, motor coordination, and mental alertness. BY CHECKING THE BOX ON THE ONLINE APPLICATION, you hereby attest that you have no known physical or mental limitations and have not used any form of alcohol, prescription or non-prescription drugs that could impair your performance in this course.

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

In consideration of the Nova Scotia Off Road Riders Association and the Motorcycle Safety Foundation, including their Coaches, TrailAides, members, employees, officers and/or agents (the "DirtBike School Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the DirtBike School, I agree as follows:

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 DirtBike School 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 and/or total paralysis, contraction of any communicative disease, bacteria, virus or COVID-19, other ailments that could cause serious disability, or death;
- (c) these risks and dangers may be caused by the negligence of the DirtBike School Providers; the negligence of others, including other DirtBike School 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 assume all risks and all responsibility, and agree to release the DirtBike School Providers for any injuries, losses and/or damages, including those caused solely or in part by the negligence of

the DirtBike School Providers, or any other person.

If I have brought a motorcycle to use in the DirtBike School, I also agree that this release applies to any damage that occurs to it during the DirtBike School. I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the DirtBike School Providers for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the DirtBike School Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY CHECKING THE BOX ON THE ONLINE APPLICATION, I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE DIRTBIKE SCHOOL PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

-

Section II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the Nova Scotia Off Road Riders Association and the Motorcycle Safety Foundation, including their Coaches, TrailAides, members, employees, officers and/or agents (the "DirtBike School Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the DirtBike School, I agree as follows: **I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the DirtBike School 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 DirtBike School activities, including claims arising from the DirtBike School Providers' or any other party's negligence.**

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY CHECKING THE BOX ON THE ONLINE APPLICATION, I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE DIRTBIKE SCHOOL PROVIDERS ARISING FROM MY PARTICIPATION IN THE DIRTBIKE SCHOOL.