



“The ultimate learning eXperience...”

APPLICATION FORM

125CC MOTORCYCLE PERMIT

Please read carefully and complete the requested information.

Name and Surname: _____ I.D. Card Number: _____

Email: _____ Mobile No: _____

Signature: _____ Date: _____

Course fee: €180 (inc VAT)



CONDITIONS OF SERVICE

- Lessons will start from and finish at our premises in Naxxar;
- Please be punctual; should you arrive late, the time will be deducted from your own lesson;
- In order to cancel a lesson you should inform your instructor at least 48 hours before;
- You must be suitably dressed to ride a motorcycle; and
- Payment must be made at least 1 lesson in advance.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT

Definitions in this Agreement:

A. The terms “driving instruction” , “activities” , “tuition” , and “lessons” shall include an instruction provided by any agent, employee, owner, member, representative, subcontractor or substitute of ThrottleX. It also includes all activities, services, and use of any type of vehicles, including but not limited to motorcycles, either provided by the student or provided or arranged by ThrottleX. This definition also includes activities which are in any way related to either driving, stopping for any reason, classroom/lesson instruction, waiting for class/lesson to start, waiting after classes/lessons, movement in and around vehicles/motorcycles, and any other activities occurring because of the lesson or driving related to driving times or lesson time.

B. The term “agent” or “agents” shall include an instructor, owner, employee, representative, subcontractor, substitute or other aid of ThrottleX.

Assumption of Risk:

I am aware that driving, learning to drive, and any activity associated with this course involves risks, dangers, and hazards as well as the potential for serious injury and crashes, and even loss of life.

I certify that I am physically fit, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I therefore fully assume all such risk, dangers and hazards and the possibility of personal injury, loss of life, property damage, or any form of loss (physical, material or otherwise) resulting there from.

Release of Liability, Waiver of Claims, and Indemnity Agreement In consideration of the agents and ThrottleX allowing me to participate in Driver Education;

I hereby agree as follows:

1. TO WAIVER ANY AND ALL CLAIMS that I have or may have in the future against the agents and/or ThrottleX and TO RELEASE these agents and/or ThrottleX from any and all loss, damage, expense, or injury including loss of life that I suffer or may suffer as a result of driving instruction and activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, DEFECTIVE EQUIPMENT OR VEHICLES, BREACH OF CONTRACT, OR BREACH OF ANY STATURORY OR OTHER DUTY OF



CARE, AND INCLUDING THE FAILURE ON THE PART OF THE AGENTS or ThrottleX TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF DRIVING.

2. TO HOLD HARMLESS AND INDEMNIFY ThrottleX and/or any of its Agents from any and all liability for any property damage or personal injury to myself or to any third party resulting from my participation in Driver Education, Driving Instruction, or activities. I also indemnify, hold harmless, and promise NOT to sue ThrottleX and/or any of its Agents for any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for loss of life, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

3. That I am fully aware that ThrottleX is covered by third-party ONLY insurance cover and therefore students of ThrottleX shall not be covered by insurance beyond such cover in case of any accidents which may occur during such tuition. Being aware of this fact I agree NOT to take any legal action or make any legal claims or otherwise against ThrottleX and/or any of its agents as described above in case of any accident/s that might occur, and to hold harmless and indemnify ThrottleX and its Agents from any and all liability for any property damage or personal injury to myself or to any third party resulting from my participation in Driver Education, Driving Instruction, or activities with ThrottleX.

4. That I accept and take full responsibility and shall be fully liable to pay for any damages, fines, or any other costs whatsoever which may be incurred by ThrottleX or any of its Agents due to my recklessness, negligence or personal fault when participating in Driver Education, Driving Instruction, or activities with ThrottleX.

5. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my loss of life or incapacity.

6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed and interpreted solely in accordance with the Laws of Malta and no other jurisdiction.

7. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THROTTLEX AND/OR THE AGENTS OF THROTTLEX. In signing this agreement, I agree not to bring any lawsuit against ThrottleX and/or any of its agents.

NAME (IN BLOCK LETTERS): _____

SIGNATURE OF STUDENT: _____

DATE: _____

