

# Enrollment Policies

**OVERVIEW** (Enrollees Must Read Details below)

- **NO REFUND**
- **RESCHEDULING** (Strict Limitations)
- **NO MAKE UP OF MISSED OR INCOMPLETED SESSIONS**
- **NO GUARANTEE OF PASSAGE**
- **COUNSELED OUT**
- **SELF DROP**
- **UNEXPECTED CANCELLATIONS**
- **MINIMUM REQUIREMENTS TO TAKE THE MTC**
- **UNDER 18**
- **WHAT AMO PROVIDES AND WHAT YOU ARE TO WEAR**
- **EJECTION FROM CLASS**
- **TESTING**
- **COMMUNICATION BY EMAIL**
- **WAIVER**
- **PHOTO/VIDEO/AUDIO GRAPHIC & RECORDED MATERIAL RELEASE**
- **ENTIRE AGREEMENT**

## **Student Agreement** (Terms and Conditions)

This Student Agreement is for all enrollees of CHP Motorcyclist Training Course (CHP MTC) conducted by the Academy of Motorcycle Operation, LLC (AMO). Please note any or all of the provisions of the Student Agreement may be subject to change without notice. Additional comments, questions or concerns should be directed to [info@amosocal.com](mailto:info@amosocal.com).

### **NO REFUND** top

There is no refund of any kind under any circumstances.

### **NO RESCHEDULING WITHIN 5 DAYS OF CLASS** top

Within five (5) days of your class start date, rescheduling is not permitted. If you are unable to make the class as scheduled for which you enrolled, you will forfeit your seat.

THEREFORE, YOU ARE STRONGLY ENCOURAGED TO LOOK AT YOUR CALENDARS CAREFULLY AND ENSURE YOU ARE ABLE TO ATTEND THE FULL SET OF DATES AND TIMES WHEN YOU ENROLL FOR A CLASS.

### **RESCHEDULING POLICY BEYOND FIVE (5) DAYS OF THE CLASS** top

Up to five (5) days before your class start date, you may request to be rescheduled to an available seat on another class start date currently scheduled by the AMO. The reschedule fee is \$25 and must be paid prior to receiving confirmation to the new date.

THEREFORE, YOU ARE STRONGLY ENCOURAGED TO LOOK AT YOUR CALENDARS CAREFULLY AND ENSURE YOU ARE ABLE TO ATTEND THE FULL SET OF DATES AND TIMES WHEN YOU ENROLL FOR A CLASS.

### **NO MAKE UP OF MISSED OR INCOMPLETED SESSIONS** top

If for any reason you are late, fail to show, do not attend, or do not complete a session, you will forfeit your seat for the entire course.

THEREFORE, YOU ARE STRONGLY ENCOURAGED TO LOOK AT YOUR CALENDARS CAREFULLY AND ENSURE YOU ARE ABLE TO ATTEND THE FULL SET OF DATES AND TIMES WHEN YOU ENROLL FOR A CLASS.

### **NO GUARANTEE OF COURSE COMPLETION OR COURSE PASSAGE** top

There is no guarantee you will complete or pass the course.

The CHP MTC is challenging and requires satisfactory progression in riding skills. To progress, you must demonstrate physical coordination, balance, stamina, mental alertness, and the ability to understand and follow directions clearly at times with some or all of these aspects being demonstrated concurrently. These are all definite requirements for your safety on a motorcycle, whether in training or on the roadways. Consequently, if incompleteness or failure occurs, we hope that a student appreciates the value of learning this about himself or herself while being in a safe and professional environment rather than by trial and error on the roads and highways.

### **COUNSELED OUT** top

If under the sole discretion of an instructor you pose a safety hazard to yourself and/or others, you will be counseled out. We hope that a student appreciates the value of learning this about himself or herself while being in a safe and professional environment rather than by trial and error on the roads and highways.

### **SELF DROP** top

You may also self-drop if you are not comfortable with your progress or feel unsafe or uneasy with your skills. Under this provision, you will then forfeit any rights to return to the course. We hope that a student appreciates the value of learning this about himself or herself while being in a safe and professional environment rather than learning by trial and error on the roads and highways.

### **UNEXPECTED CANCELLATIONS** top

Unexpected situations may arise outside of AMO's control (severe weather, acts of nature, facility close-outs, etc.) that require the class to be cancelled. AMO will accommodate, as best as it can and under its sole discretion, your change to another course date. Failure to accept the dates provided will be cause for forfeiture of the course. There are no refunds under any circumstances.

### **MINIMUM REQUIREMENTS TO TAKE THE MTC** top

You should be able to balance/ride a bicycle and possess a valid government ID.

### **UNDER 18** top

If you are under the age of eighteen, a parent or legal guardian must accompany you to the first classroom session and sign the course waiver. Once signed, your parent or guardian is free to leave.

### **WHAT AMO PROVIDES AND WHAT YOU ARE TO WEAR** top

Per the CHP guidelines, you will not be permitted to participate in the riding exercises if you are not properly attired. If you fail to wear the proper protective attire, you will forfeit your seat.

AMO will provide a motorcycle, a DOT-compliant full-faced helmet with eye protection, and leather gloves if you do not have your own. You must come to the riding lessons with a long-sleeved shirt or jacket, long pants and sturdy over the ankle footwear (not canvas). Riders with exceptional head sizes (greater than 3x) must obtain their own DOT-compliant full-faced helmet with eye protection prior to participating in the riding exercises. AMO trains in the rain so you should wear proper riding rain gear.

### **EJECTION FROM CLASS** top

Under very rare conditions that a student may demonstrate total disregard for their or others' safety, at the discretion of the Instructor, that student may be ejected from the class. If you are ejected from the class, the Instructor will advise you that you have been ejected and that you have forfeited your enrollment. Some acts for ejection may include

- Committing an intentional unsafe act during a riding session,
- Intentionally disrupting the class,
- Acting in any manner that prevents other students in the class from receiving the training for which they have paid, or
- Disregarding the direction or instruction of an Instructor.

### **TESTING** top

You must pass a written test of the classroom instruction and a skills evaluation for the riding lessons. The CHP permits only two attempts to pass either test before having to repeat the whole course, including repaying the full fee. A \$25 retesting fee is charged to your card of enrollment to reserve a seat for either retest. The CHP requires that you retest within 30 days of the original failed test date.

### **COMMUNICATION BY EMAIL** top

AMO uses email as its primary form of communication. This is necessary to ensure proper and effective communication between the AMO and you. Therefore, you agree to submit all requests in writing and within the timeframes outlined for the specific change or request.

### **WAIVER** top

The CHP CALIFORNIA MOTORCYCLIST SAFETY PROGRAM COURSE WAIVER AND INDEMNIFICATION form must be read, acknowledged and signed by every rider. Please direct any questions regarding the Waiver to [info@amosocal.com](mailto:info@amosocal.com).

### **PHOTO/VIDEO/AUDIO GRAPHIC & RECORDED MATERIAL RELEASE** top

While attending any portion of the course fellow students may record such portions using photographic and/or videographic instruments for social media postings or personal record. As part of this Student Agreement and deciding to enroll in the course, you hereby agree to waive for good and valuable Consideration of \$0.00 and herein acknowledge as received, and by agreeing, you hereby grant permission to license use of such material in any social media for any purpose (except pornographic or defamatory).

You hereby waive any rights to such recordings and all rights to the recordings belong to the student. You also acknowledge and agree that you have no further right to additional Considerations or accounting upon the AMO, or any of its affiliates or employees related to your taking the course, and that you would make no further claim for any reason to student. You would acknowledge and agree that this release is binding upon your heirs and assigns. You agree that this release is irrevocable, worldwide and perpetual and will be governed by the laws of California. You represent and warrant that you are at least 18 years of age and have full legal capacity to execute this release, or to ensure your parent or guardian is present to sign the same on your behalf.

**ENTIRE AGREEMENT** [top](#)

Upon enrollment and payment, you fully accept all of the above terms and conditions under this Student Agreement without reservation or modification and agree to abide by them as part of your enrollment throughout the course. These terms and conditions, together with the current AMO prices and course details set out the whole of our agreement relating to the course training for you by AMO. These terms and conditions cannot be varied except in writing signed by the General Manager of AMO. In particular, no terms and conditions incorporated within your enrollment and nothing said by any person on behalf of AMO should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods or services offered by AMO. AMO shall have no liability for any such representation being untrue or misleading.