



Declaration-cum-Undertaking

(One-Time Declaration for Training, Rides, and Events)

A. Definitions

For the purpose of this agreement, the following terms shall have the meanings assigned to them below:

- a) **"Academy"**: MoToLyfe Training Academy ,Gurgaon
- b) **"Participant/ Trainees"**: Any individual who registers for and takes part in the motorcycle/ bike training program, events, rides, trails, expedition sand any other related activities.
- c) **"Organizers"**: Academy and its authorized representatives including but not limited to any third party in collaboration, sponsors, event organizers, etc.
- d) **"Trainer/ Staff/ Crew"**: Certified and experienced professional responsible for instructing and guiding trainees in the safe and effective operation of motorcycles, including both theoretical knowledge and practical skills.
- e) **"Training Program"**: motorcycle riding training sessions organized by the Academy.
- f) **"Session"**: A scheduled class or training event that is part of the Training Program.
- g) **"Event"**: A structured and scheduled gathering organized to educate, train, or engage current and prospective participant. This may include safety workshops, beginner training sessions, advanced training sessions, demonstration days, or group rides.
- h) **"Registration"**: The act of enrolling in the Training Program by completing the required form and making payment.
- i) **"Major Damage"**: Any mechanical or physical harm caused to the training bike that renders it inoperative or requires professional repair including but not limited to damage to the engine, clutch, suspension, or frame .

Purpose

I, the undersigned, do hereby declare and undertake that I am voluntarily enrolling with **MoToLyfe** to:

- Receive professional motorcycle riding, training including basic and advance level trainings.
- Participate in on-road, off-road, and trail riding sessions.
- Attend motorcycle events, expeditions, and endurance rides organized or affiliated with the academy.
- Participate in group rides, awareness campaigns, charity rides, or any other academy-endorsed activities

2. Registration

- Participants must complete the official registration form with accurate and complete personal information.
- Only individuals aged 18 and above holding a valid motorcycle license are eligible to register. This is a strict eligibility criteria and No exceptions shall be made.
- The participants are required to pay the fee of Rs. 8 3 5 0 /- (Eight Thousand Three Hundred and Fifty Rupees Only) for enrolment in the training academy.
- Any changes to contact details or health information must be reported to the organizers promptly.
- Registration is considered confirmed only upon receipt of full payment, to be paid before or on the date of training.
- For participation in other rides, trails, events, etc. fees/ amount shall be applicable as levied by the organizers and the participants agree and acknowledge to pay the same without any demur or protest.

3. Payment Terms

- Full payment of training fees must be made prior to the start of the first session.
- No training will be conducted without receipt of full fees.
- The Academy shall not be held liable for failure to perform or delays due to events beyond its control, including but not limited to natural disasters, government restrictions, strikes, or pandemics
- **The Academy follows a strict No Refund Policy. All payments are non- refundable, except in the event of cancellation by the organizers.**
- Once enrolled and paid, participants are not entitled to any refund, regardless of:
 - Illness or injury
 - Scheduling conflicts
 - Emergency situations
 - Change of mind

- This policy is clearly communicated during registration and complies with consumer protection laws.
- Where possible, rescheduling or transfer of enrolment to another person/ event/ ride, etc. may be offered.

4. Health and Fitness

- I certify that I am physically fit and have disclosed all relevant medical conditions. I understand that it is my responsibility to consult a medical professional/ or inform the trainers at the time of training if I have any health concerns.
- I understand that it is the participant's responsibility to ensure they are in suitable physical condition to participate.
- Any pre-existing health conditions must be disclosed at the time of registration.
- The organizers reserve the right to request medical clearance, if deemed necessary.

5. Responsibility and Liability

- I am aware that riding a motorcycle, especially in dynamic environments such as trail rides, off-roading, or endurance events, carries inherent risks including but not limited to:
 - Road accidents and collisions.
 - Mechanical failures.
 - Adverse weather and environmental conditions.
 - Personal injury, disability, or death.

I voluntarily assume full responsibility for these risks and undertake training at my own risk.

- I, for myself and on behalf of my heirs, legal representatives, successors, and assigns, hereby indemnify, release and hold harmless the Academy, its owners, instructors, employees, volunteers, affiliates, partners, and event sponsors (collectively "Indemnified Parties") from all liabilities, claims, demands, damages, or expenses arising from any injury, loss, or damage incurred during my participation.
- I affirm and undertake that all participants are required to wear appropriate safety gear during training, rides, or events, including:
 - A certified helmet,
 - Riding jacket with protective padding,
 - Gloves, boots, and knee guards or riding pants.

Unless otherwise specified by the Academy, it is the participant's responsibility to procure, maintain, and wear this safety gear. The Academy reserves the right to deny participation to any individual not properly equipped.

- I agree to abide by all safety instructions, traffic laws, and riding protocols as communicated by the Academy team. I shall ride responsibly and shall not engage in reckless, dangerous, or unlawful behavior or refrain from any acts that may endanger myself or others.

- I understand and agree that I am solely responsible for any traffic violations committed during the training, events, or rides, including but not limited to fines, penalties, or legal consequences arising from such violations and I agree to indemnify and hold harmless the Academy, its instructors, employees, agents, and affiliated parties from any claims, damages, or liabilities arising from traffic violations, including the payment of any fines or penalties imposed by law enforcement authorities.
- I understand that any vehicle, gear, or equipment provided by the Academy remains their property. I will use such items responsibly and return them in the condition they were received, subject to reasonable wear and tear. Participants will be held financially responsible to compensate or replace for any major damage caused to the training motorcycle due to negligence or misuse.

6. Emergency Medical Authorization

- In the event of an accident, injury or medical emergency during any training session, event, or ride, I authorize the Academy, its representatives, and associated medical personnel to obtain or administer first aid and/or emergency medical treatment on my behalf.
- I acknowledge that I am solely responsible for any medical expenses incurred
- I understand that while reasonable care and emergency medical facilities will be given, neither the Academy nor any of its representatives shall be liable for the outcomes of emergency medical care.

7. Insurance

- Participants are strongly encouraged to have their own personal health and accident insurance.
- The organizers do not provide insurance coverage for any injuries or damages incurred during the training.

8. Cancellations and Rescheduling

- The organizers reserve the right to cancel or reschedule sessions due to unforeseen circumstances (e.g., extreme weather, operational constraints).
- Participants will be notified in advance in case of cancellations.
- Rescheduling options will be provided subject to availability.
- In case of no scheduling or failure on part of organizers to conduct the event, the refund, wherever applicable, shall be initiated within 7 working days.

9. Bike Rental Liabilities

In case, if any participant/ trainee, is willing to avail the rental services of the bike, the same shall be done subject to the following terms and conditions:

a) Condition of Rented Bike

- i) I acknowledge that I will be provided with a motorcycle for the duration of my training and participation in academy activities,
- ii) I accept full responsibility for the care and use of the rented motorcycle during the training/rental period.
- iii) I further agree to inspect the bike before use and report any damages, defects, or mechanical issues to the academy immediately. If no issues are reported, I will be deemed to have accepted the motorcycle in its current condition.

b) Liability for Damage or Loss

I understand and agree that I am fully responsible for any damage to or loss of the rented motorcycle during my use, whether caused by accident, negligence, improper use, theft, or vandalism. I shall be liable for:

- i) **Repair Costs:** Any costs incurred for the repair of damages caused to the rented motorcycle during my use.
- ii) **Replacement Costs:** In the event of loss, theft, or irreparable damage, I agree to compensate the academy for the full replacement cost of the bike, including taxes, shipping, and any associated expenses.
- iii) **Routine Maintenance:** I will ensure the bike is maintained in accordance with the academy's guidelines during my use, including timely refueling, cleaning, and checking tire pressure and oil levels.

c) Return of Rented Motorcycles

I agree to return the rented motorcycle to the academy in the same condition as when it was provided to me, except for reasonable wear and tear resulting from normal use. I acknowledge that the academy may inspect the bike upon return and charge me for any repairs, cleaning, or maintenance required due to damage or excessive wear caused by my actions.

d) Insurance Coverage

I understand that the academy may provide insurance coverage for the rented motorcycle, but I am liable for the deductible or excess costs in the event of an accident or damage caused by me. I am encouraged to seek additional personal insurance to cover any potential damages or injury during my participation.

e) Prohibited Uses

I agree not to use the rented motorcycle for any of the following purposes and any violation will result in immediate termination of this declaration and may incur additional charges amounting to Rs. 5000/-:

- **Self- Use:** I undertake that the rented motorcycle will be used solely by the undersigned and under no circumstances any person other than the undersigned shall operate the motorcycle.
- **Racing/Competitive Activities:** The rented motorcycle shall not be used in any racing, competitive events, or any illegal or reckless riding activities.
- **Modifications:** I shall not modify or alter the motorcycle in any way without the express written consent of the academy.

f) Renter's Responsibility for Third-Party Damages

I agree to assume full responsibility for any damage caused to third-party property or individuals during my use of the rented motorcycle. In the event of such an incident, I will indemnify and hold the academy harmless for any legal or financial claims arising from my actions.

g) Fees and Security Deposit

- The rental fee and security deposit amount will vary depending on the make, model, and category of the motorcycle selected. The undersigned agrees to pay the applicable rental fee and security deposit as specified at the time of booking.
- The security deposit is refundable and will be returned upon the safe and timely return of the motorcycle in its original condition, subject to inspection.
- Any damage, loss, traffic violations, or breach of terms may result in partial or full deduction from the deposit.

10. Code of Conduct

- All participants are expected to maintain respectful behaviour towards trainers, staff, and fellow trainees.
- Misconduct such as abusive language, aggressive behaviour, or non-compliance with safety rules may result in immediate expulsion from the program without refund.
- The consumption, possession, or presence of alcohol, recreational drugs, or any impairing substances before or during any training session, ride, or event is strictly prohibited. Any participant found in violation of this clause shall be immediately expelled from the program and permanently barred from future participation. The Academy shall bear no responsibility for any consequences arising from such behavior and

reserves the right to report such conduct to relevant authorities if necessary.,

- Participants found violating this clause may be permanently barred from future programs at the discretion of the Academy

11. Photography and Media Consent

- By enrolling in the program, participants consent to photographs and videos being taken during sessions and use of such content for promotional, training, or educational purposes on platforms including but not limited to websites, social media, brochures, and news outlets
- If a participant does not wish to be photographed, they must inform the organizers in writing at the time of registration.

12. Data Protection

- All personal data provided during registration will be confidential and no information shall be provided to third party without the explicit consent of the participant.
- Information will be used solely for administration and communication related to the training programs and any other event invites

13. Training Completion Clause (90-Day Deadline)

- Participants must complete the entire training course within 90 days from the date of their first session.
- The program offers flexible scheduling as per the convenience of the participants.
- In exceptional cases (e.g., medical emergencies), an extension may be granted on a case-by-case basis with valid proof and prior approval.
- On completion of the successful training at every level, every participant shall be given a certificate of completion which is a recognition of participation and skill development. This certificate is purely indicative of training participation and skill progression, and does not serve as a license or competitive qualification. It does not constitute a government-issued license or any official certification for road-worthiness or competitive competence. Participants are advised not to present it as such in any formal or legal context.

14. Strict Prohibition on Minors

I understand that only individuals who are 18 years of age or older and hold a valid two-wheeler driving license are permitted to participate. I affirm that all personal details provided, including age and driving license information, are true and accurate. Any misrepresentation or falsification of documents shall result in immediate disqualification, cancellation of enrollment without refund, and may attract legal action.

15. Confidentiality of Academy Materials and Information

- I understand and agree that all training materials, methodologies, techniques, and any information shared by Academy (including but not limited to educational content, videos, documents, plans, concepts, itineraries and any proprietary methods) are confidential and proprietary to the Academy.
- I hereby undertake that I shall not disclose, reproduce, distribute, or use any of the Academy's materials or information, directly or indirectly, for any purposes other than my participation in the Academy's training program, without the prior written consent of the Academy.
- Furthermore, I agree not to share or discuss any training methodologies or techniques with any third parties or use such information for personal gain or for any other educational or commercial purposes without the explicit written consent of the Academy.
- This confidentiality obligation shall remain in effect both during and after the completion of the training program and will continue indefinitely, unless otherwise agreed to in writing by the Academy.

16. Amendments

- The organizers reserve the right to amend these Terms & Conditions at any time.
- Updated terms will be communicated to all registered participants via email or official channels.

17. Internal Complaint and Dispute Resolution

Any grievances or disputes arising from participation in the Academy's programs must be submitted in writing to the Academy within 7 days of occurrence. The parties agree to first seek amicable resolution through discussion or mediation facilitated by the Academy.

18. Legal Jurisdiction

This declaration shall be governed by the laws of India, and any disputes shall be subject to the exclusive jurisdiction of the courts of Gurgram and New Delhi.

19. Binding Nature/ Validity

This Declaration-cum-Undertaking shall remain valid for all current and future participation in any training, ride, event, or activity organized by the Academy, unless expressly revoked in writing by me. Such revocation shall be effective only upon written acknowledgment of receipt by the Academy. This declaration shall remain in full force and effect for the entire duration of my association with the Academy

Confirmation

I have read and fully understood the contents of this Declaration-cum-Undertaking. I acknowledge that I have had the opportunity to ask questions and seek clarification. I voluntarily accept all terms and conditions stated herein and agree to be legally bound by this declaration.

📞 For Any Queries or Assistance

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