

## WHEELS UP Motorcycle Training Course Terms and Agreements

\*\*\*\*\*PLEASE READ OUR TERMS OF AGREEMENT CAREFULLY\*\*\*\*

YOU WILL NEED A VALID DRIVER'S LICENSE FROM THE DMV. NO EXCEPTIONS, NO REFUNDS, NO RESCHEDULES

In order to complete your registration, you must read, understand, and agree to our terms by clicking the "I Agree" button at the bottom of the page.

PLEASE READ CAREFULLY: If you are interested in taking the Motorcycle

Safety Foundation's Basic RiderCourse (BRC), you MUST possess a valid Driver's License at the START of the class that you sign up for. There are no exceptions to this and oversights will not be eligible for any refunding of class monies. Also, you will not be allowed to proceed with the class.

Out of state residents should check with your home state motor vehicles department to see if they will accept this card from the program. VA does not issue a motorcycle license to an out of state resident by taking this course; however, you are still eligible to receive the MSF Course Completion Card. Cancellation and Refund Policy:

I understand and acknowledge that breach of this contract will result in a lost opportunity for Wheels Up and the liquidated damages for such shall be all or part of the course fee, depending on when notice of cancellation is given as outlined below:

- I understand and agree that I must give Wheels Up a minimum of 48 hours cancellation notice (close of business day) prior to the scheduled class in order to receive a refund.

  I understand and agree if I cancel or reschedule within the calendar day before my class start date I will forfeit the entire course fee
- I understand and agree that I must receive confirmation of any cancellation and/or rescheduling by Wheels Up to be valid.
- I understand and agree that if I fail to attend any of my course sessions once the course begins, I will forfeit the entire course fee and that no make-up classes will be given if I fail to meet the attendance requirements. It is understood and agreed that I must attend ALL sessions of the course with no exceptions.



- I understand and agree that I must allow additional time in my course scheduling for the possibility of inclement weather conditions for motorcycle riding or extended learning time.
- I understand and agree that should I fail to provide my own motorcycle gear as follows: ¾ or full face helmet, eye protection (glasses) over the ankle boots (no vinyl), long pants, long sleeved shirt or jacket, and full fingered gloves, I will not be permitted to participate in the course and subject to forfeiture of all course fees.
- I understand and agree that there is a possibility that I may be counseled out of the class because I may not be able to achieve the objectives of the range exercises within the allotted time or I fail to abide by course safety and instructional guidelines as set forth by the Rider Coaches and if this should occur I forfeit the remainder of the course fee.
- I understand that I must be on time for all classes, that I will not be allowed in once class begins, and that if I am late; this will result in the forfeiture of my entire course fee. Class starts promptly at 7:30AM.
- I understand that this application is NON-TRANSFERABLE.
- I understand and agree that Wheels Up has the right to cancel a class at any time at their discretion for reasons including but not limited to; class size, extreme weather, etc. Make up time will be made available.
- I understand and agree that it is my responsibility to have a valid VA Driver's license in order to be eligible for VA benefits.
- I understand and agree that it is my responsibility to obtain confirmation of acceptance into the class I registered for and failure to do so on my part will result in me waiving my right to receive a refund of monies for that failure of performance on my part. Wheels Up confirmation letters will be sent online or over the phone, but failure of that confirmation to make it to any of the aforementioned (because of spam folders, wrong numbers or addresses, typographical errors, etc.) provided will not become the burden of Wheels Up, and all monies collected for the class are considered to be the in good and complete performance of Wheels Up.
- A "no show" for a class FOR ANY REASON including the failure to obtain a confirmation is considered to be a complete forfeiture of all tuition and no refunds will be given. Once a registration is agreed upon and completed online, please consider that your credit card will be charged and the option



of refund will only be given if the class has overflowed (which we will notify you) or a proper cancellation is given as outlined above.

I have carefully read this release and understand its contents, and I voluntarily check the "I Agree" box in my own free act.