

TERMS & CONDITIONS & WAIVER OF LIABILITY

OpenAir UAV Flight Training is pleased to offer its students the convenience of online registration. [Contact us](#) for more information.

Students can check the *OpenAir* program/course schedule, select the program/course(s) they wish to take, and register online with accepted credit cards. Please make sure you register early, courses are subject to space availability.

Read our disclaimer here... <https://openairtraining.com/terms/disclaimer/>

In consideration of my participation in the course, the student does hereby agree in this Legal Disclaimer & Waiver (the “**Release**”), to the fullest extent permitted by law, as follows:

The Program means: the course purchased (UAV Ground School PLUS, REGULAR OR LIGHT) and any and all classes, workshops or other content available whatsoever (whether online or in-person).

You, for yourself, your heirs, executors or anyone else who may claim on your behalf, hereby waive, release and forever discharge the Program administrator, OPENAIR FLIGHT TRAINING INCORPORATED and its successors and assigns, owners and operators, agents, directors, officers, affiliates, instructors, employees, representatives, presenters, executors, leasers and all others (the "**Releasees**") from any and all responsibilities or liability of every kind and nature, whether known or unknown, in law or equity, that I ever had, have, or may have, including from personal injury, death, damage to property or loss of any kind resulting from participation in the Program due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard, explain or protect me from the risks, dangers and hazards of participating in instructional programs.

I am at least 19 years of age or older.

I understand that participation in the Program may involve risk, dangers and hazards, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss of any and all kinds resulting there from. I understand that I may participate in activities that are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, executors or anyone else who may claim on my behalf, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the Releasees. I hereby certify that I have no physical or mental condition that precludes me from participating in the Program and that I am not participating against medical advice. I hereby also acknowledge and agree that OPENAIR FLIGHT TRAINING and any of its directors, officers, agents, employees or representatives of any kind may terminate my participation in the Program at any time (and decline to issue any and all Program certificates, diplomas and other Program credentials) in their sole and absolute discretion for reasons including but not limited to drug and alcohol use during my participation in the Program (either evidenced use or suspected use thereof) where for instance such alcohol and/ or drug use may jeopardize my safety, as well as the safety of my co-participants or the property provided as part of the Program; excessive absences from course time and/ or repeated failure to prepare and complete any and all Program assignments, tasks, practice, study and homework of any kind, and that upon such termination, the full amount of tuition paid by myself for participation in the Program shall be reimbursed concurrently with my execution of an additional full and final release of the Releasees.

You hereby acknowledge and agree that where the aforementioned termination is undertaken by OPENAIR FLIGHT TRAINING and any of its directors, officers, agents, employees or representatives of any kind, it is undertaken only for the purpose of maintaining certain safety standards mandated by applicable regulators of light unmanned aerial vehicles (“UAV”) and light UAV pilots.

I understand that results (professional, academic, or otherwise) arising from my participation in the Program may vary, and there is no guarantee whatsoever of any results of any kind (including absolutely no guarantee of employment, professional advancement of any kind) from my participation in the Program.

I understand that the course materials made available in the Program are the property of OPENAIR FLIGHT TRAINING, and I will not distribute, broadcast, duplicate or otherwise make available such content without the express written consent of OPENAIR FLIGHT TRAINING.

This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of New Brunswick and **PEI** and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within any Province of Canada and shall be within the exclusive jurisdiction of the Courts of the Province of Prince Edward Island.

I acknowledge and agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invaliding of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I further agree that this Release shall bind my assigns, heirs, administrators and executors forever.

You have read and understood this Release, and I am aware that by signing this Release I am waiving certain legal rights which I or my heirs, executors and representatives may have against the Releasees. In entering this Release, I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Release and any schedules appended hereto. I have signed this Release freely, voluntarily, under no duress or threat of duress, and without inducement, promise or guarantee being communicated to me.

My agreement (signified by agreeing to these Terms and Conditions at time of check-out is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I warrant and represent that I am providing this Release with full opportunity of independent legal advice. I also hereby certify that I have read and understood, and I hereby agree to and with, the materials associated with the Program.

POLICIES

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Prerequisites

Students do not require prerequisites or equivalent knowledge, as listed in the course descriptions, prior to registering. Students registering for the first time in an online theory course at *OpenAir* should consult the self-evaluation to determine their level. During the first class, the system will evaluate students to confirm that they are attending the right level or to recommend a transfer to a more appropriate level. There is a written admission test (no fee) for personal evaluation skills. This is for students to determine upon which abilities they may have to build.

Discounts

Applicants 60 years of age or older are eligible for a 10% reduction of fees upon

presentation of a valid ID. Seniors who register online must visit the *OpenAir* office or follow online procedures to submit proof of age before the course start date in order to validate their eligibility for the discount.

Refunds

100% refund if the College cancels the program/course.

100% refund if the College receives written notification five (5) business days prior to the start of the program/course.

80% refund if students withdraw from a program/course and notify the College in writing before the beginning of Section 3 and return all materials.

In all other cases, no refunds.

Program/Course Cancellations

OpenAir reserves the right to cancel a course due to low enrolment or unforeseen circumstances. In such cases, registration fees will be fully reimbursed. *OpenAir* does not accept any liability except for fees paid to the school. In cases of cancellation, students will be notified by email or by phone.

Schedule Changes

Students are notified about necessary schedule changes by email or phone. Please check the schedule at the time of registration.

Certificates

Students must complete 80% of a program/course for which they have registered to receive a certificate attesting to their participation and successful completion in that

program/course. In all other cases, certificates will not be awarded.

Fees

Tuition fees must be paid in full upon registration, and a receipt will be issued. Students who register online may print out the receipt or contact our office if needed. Where applicable, taxes are included in the tuition fees.

Payment terms for “On Location”

- \$250 (non-refundable) registration fee with this Agreement (to be applied to the tuition/cost of this program).
- 60% of the tuition/cost shall be paid 2 weeks prior to starting date.
- 40% of the tuition/cost shall be paid on completion of the ground school.
- Any failure to respect the payment terms will result in suspension and/or expulsion from the course as Open Air, in its absolute discretion, shall determine. Amounts paid to date will be non-refundable.
- Disruptive or dangerous behavior shall not be tolerated and may result in immediate suspension or expulsion from the course as Open Air, in its absolute discretion, shall determine. Amounts paid to date will not be refunded.

Payment terms for “Online”

- \$250 (non-refundable) registration fee with this Agreement (to be applied to the tuition/cost of this program).
- 60% of the tuition/cost shall be paid 2 weeks prior to starting date.

- 40% of the tuition/cost shall be paid on completion of the ground school.

6. Delinquent account

If the Student fails to make a payment as required under this Agreement, Open Air may:

1. suspend the Student from attendance or other participation in the training,
2. deny the Student the opportunity to write an examination,
3. withhold evaluation results,
4. withhold the diploma,
5. inform credit agencies and sponsoring bodies about the shortfall.

as Open Air, in its absolute discretion, shall determine.

7. Refunds

Any refund of-tuition is to be done according to the rules set out in sections 11 and 12 of the Private Training Schools Regulations. A copy of those sections is attached to this Agreement as Schedule “B”.

No promise of employment

No person associated with Open Air can make any guarantee or promise about the Student getting a position of employment nor be compliance as an operator when applying for an SFOC.

Mailing List

All individuals who register for a continuing education course will be placed on our electronic mailing list and will receive promotional material and course schedules. If you wish to be removed from the mailing list please notify the *OpenAir* office.