

## STUDENT TRAINING CONTRACT: CPL

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### SECTION I: PERSONAL AND CONTACT DATA OF THE STUDENT (the "Student")

**NOTE: You must enter your name above EXACTLY as it appears on your official government-issued ID such as your passport or birth certificate**

Given Name(s): \_\_\_\_\_ Last Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Weight in pounds: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Date of Birth (yyyy-mm-dd): \_\_\_\_\_  
Street Address: \_\_\_\_\_ Social Insurance Number:  
(required for T2202 tax form)  
City, Prov., Postal Code: \_\_\_\_\_

### SECTION II: PROGRAM DETAILS

#### Program Overview

The purpose of the Commercial Pilot Diploma Program (the "Program") is to prepare pilot trainees for the occupation of airline pilot through a two-year flying and ground school training program. Students may accelerate through this program as their individual schedules permit.

The prerequisite to begin training towards the commercial licence is to hold a Transport Canada issued Private Pilot Licence (a "PPL"). Once the trainee has successfully passed the PPL requirements, they will advance to commercial training, subject to any violations of school rules and regulations.

The prerequisite to begin training toward the commercial licence is to hold a Category 1 Aviation Medical.

**The undersigned person hereby enrolls as a Student of Genesis Flight College (hereafter "Genesis") located at 1973 Concession Road 6 North, Stayner, Ontario, L0M 1S0, for the following:**

Name of program: **Commercial Pilot Diploma Program (hereafter the "Program")**  
Program Duration: 24 months\*  
Desired Program Start Date: \_\_\_\_\_  
Language of instruction: English only  
Location of training: Collingwood Regional Airport- CNY3  
Training Schedule: Full-time\*\* Part-time

\* The expected duration is based on the average completion period for most students, however, the duration may be earlier or later depending on weather conditions, Student commitment, and inherent Student ability. Genesis does not guarantee a specific completion date for the Program.

\*\* Weekend and evening training to be frequently expected.

The Program is approved as a vocational program under the Ontario Career Colleges Act, 2005, in Ontario, and provides training elements prescribed and approved by Transport Canada. **Genesis does not guarantee employment for any student who successfully completes this vocational program offered by Genesis.**

### Ontario Careers Colleges Act, 2005

**This Student Training Contract will be subject to the provisions of the Ontario Career Colleges Act, 2005 and the regulations made under the Act (hereafter, the "Act").** A copy of the "Statement of Students' Rights and Responsibilities" pursuant to the Act, issued by the Superintendent of Ontario Ministry of Colleges, Universities, Research Excellence and Security, has been provided via web link below and available in paper copy at the campus office. In accordance with the Act, Genesis must provide each Student registering in a training program with copies of the school's Refund Policy, Student Complaint Procedure, Expulsion Policy and Personal Information Protection and Electronic Document Act. These documents are available by the web link below and are available in paper copy at the campus office. The current version of all documents can be found on the company website:

<https://flygenesis.ca/commercial-pilot-training-collingwood/documents-resources/>

Documents list:

- The Statement of Student's Rights and Responsibilities
- Fee Refund Policy
- Student Complaint Procedure
- Expulsion Policy
- Sexual Violence Policy
- Personal Information and Electronic Document Act Statement

### Program Performance Standards

Standards for the Program have been established for the course material and the level of performance expected by Transport Canada.

To complete the flight training syllabus in a timely fashion, students must prioritize their personal commitment to flight training so that they can ensure completion within the overall target completion period, weather permitting.

**To meet program requirements, the Student is required to have logged a minimum of 200 hours total time in aeroplanes, including 100 solo hours in aeroplanes. The Student may require more experience in order to meet the skill requirement.**

Consistent with Transport Canada regulations, Students must complete Transport Canada written examinations required for each pilot licence or rating before undertaking the associated flight test.

Continued enrollment in the Program and graduation is subject to the Student maintaining currency of his/her Transport Canada Class 1 medical category, certifying that he/she is fit to fly. The Student must inform Genesis of any significant changes to his/her medical certification during his/her studies.

### Program Graduation Standards

Passing federal written and flight tests, and meeting the flight time minimums, the Student will be granted a Commercial Pilot Licence (issued by Transport Canada). At the completion of the program, and achieving passing grades in all other Program elements with a minimum grade of 70%, the students will receive a "**Commercial Pilot Diploma**" issued by Genesis.

To be eligible for graduation from the Program, the Student must achieve a final passing grade on the Transport Canada written

exam and flight test. In the event of failing a Transport Canada exam or flight test, the Student will be offered up to two further "rewrites" or "re-tests" to attain a passing grade. Testing policies are specified in the Flight Training Operations Manual. Additional fees apply for each exam or flight test.

### Failure to Meet Program Standards

Students are expected to actively study and prepare for flight exercises and final exams. Student progress across all course elements will be monitored regularly throughout the program. In this respect, if a Student has a disability that they believe may affect their ability to meet course standards, they are encouraged to approach their instructor or the Program Director to initiate appropriate accommodations or remediation.

Students may encounter difficulties with elements within the program. Difficulties may be evident as problems with a particular exercise or course within a training block, the failure of a final examination, such as a flight test, or the failure to complete a training block within the prescribed time period. Genesis will provide remedial support to the Student in these circumstances, as specified in the Flight Training Operations Manual, at additional cost.

If Student performance remains unsatisfactory, a review process consistent with the Flight Training Operations Manual will be initiated to identify additional remediation options to improve Student performance.

Following a period of remediation, if the Student is unable to meet the program standards, Genesis reserves the right to terminate enrollment of the Student. In such a case, the Progress Review Committee will meet to consider a Recommendation for Withdrawal from the Program. If a Recommendation for Withdrawal is approved, the Program Director or delegate will advise the Student in writing that he/she must withdraw from the Program or be terminated, and arrange an appointment to discuss alternative programs, such as the modular CPL.

### Hours of Availability / Attendance

The nature of the program and course load requires students to be available regularly to ensure Program completion within the target period. The Students must expect to be scheduled on weekends, particularly during those weeks when weekday flying days have been weathered out.

Attendance is expected for all scheduled classes and/or flights. Cancellation fees apply to all absences that are not due to weather. See Section VI Aircraft Rental Agreement for cancellation details.

Students are expected to check the weather every day and to confirm "bad weather" days with an instructor. However, **bad weather days are not holidays**; Students are expected to use these days to study, arrange tutorial time with an instructor or improve flying skills in the simulator.

### Student On-time Commitment

In the aviation industry, timeliness is of the utmost importance in maintaining customer satisfaction and a professional image. Students are expected to be punctual and arrive prepared and on time for classes and flights. The Student shall **arrive at least 30 minutes prior to a scheduled flight**. This will ensure all necessary preparations for the lesson are complete and the Student is well prepared. In the event the Student fails to arrive with sufficient time to complete all required flight preparation, the lesson will be cancelled, and a cancellation fee will be charged to the Student's account (see Schedule A- Program Fees).

With respect to ground school classes, Students must arrive before the scheduled class start time. Arriving more than fifteen minutes after the beginning of class will be considered a 'no show' and subject to cancellation fees.

### Uniform Requirement

The student is expected to dress professionally (business casual) for classes and flights to maintain a professional atmosphere similar to that of an airline.

The Student will provide their own black dress pants/slacks and comfortable black walking shoes that maintain a professional appearance. Genesis will provide approved shirts, sweaters, and a jacket to the student at a cost. See Schedule A- Program Fees for the expected cost for the student to purchase a small inventory of approved clothing.

Failure to adhere to the dress code on any given day will constitute a 'lateness' assessment. In addition, noncompliance with the dress code will result in that student's flight(s) being cancelled for the day, similar to disciplinary steps typically applied within the airline industry.

## Code of Conduct

Genesis students are ambassadors of one of Canada's premier flight training facilities. As such, their conduct in the classroom and at any airport is expected to be professional at all times. Unprofessional conduct may be grounds for removal of the Student from the program, as outlined in the Expulsion Policy.

Harassment will not be tolerated. Examples of Harassment may include, but are not limited to:

- Discriminatory, sexist or offensive remarks, jokes, taunts, or gestures that cause embarrassment or discomfort
- Displays or electronic distribution of offensive or pornographic materials and pictures
- Hazing or stalking
- Spreading malicious rumours
- E-mails, texts, online posts or messages that cause embarrassment or discomfort
- Practical jokes that cause awkwardness or embarrassment
- Unnecessary or inappropriate physical contact, including groping, patting, pinching, hitting, hugging or kissing
- Unwanted attention, demands for dates, leering, staring, or remarks about an individual's appearance

Not all negative behaviour will meet the definition of Harassment. If in doubt, discuss with the Chief Flight Instructor, the Program Director, or President.

## Program Fees & Payment

See Schedule A- Vocational Program Fees for detailed program costs.

## Program Acceptance

To secure their place in the intake, students are required to pay a **non-refundable program acceptance fee of \$500.00**. This fee will be invoiced and can be paid online by credit card (Visa or MasterCard).

The Student is not considered accepted into the program until the Program Acceptance fee is paid.

## Payment of Fees

All fees for materials, flight training, and ground briefings are **due and payable at the end of each day** and immediately upon the presentation of an invoice by Genesis. Fees may be paid by bank debit card or credit card. Fees paid by credit card may be subject to a processing fee of 3% (4% for American Express). Fees for Transport Canada examinations and flight tests may be paid by Genesis and invoiced at the examination cost plus a processing fee. Following the execution of this contract, Genesis will invoice fees for ground school and initial books and/or equipment.



Continued next page

## AGREEMENT

**I certify that I have read, understood, and agree to the terms set out in this Section II.**

**I am aware of my Rights and Responsibilities as a Student as issued by the Superintendent of Ontario Ministry of Colleges, Universities, Research Excellence and Security.**

**I understand that failure to abide by the terms of this agreement could lead to the termination of my enrollment at Genesis.**

**My signature below authorizes Genesis to charge my account for any outstanding fees as laid out in the Student Training Contract.**

**By execution of this contract, I acknowledge that I have received a copy of this contract and the items listed below (provided via web link and available in paper copy at the campus office):**

- The Statement of Student's Rights and Responsibilities issued by the Superintendent of Ontario Ministry of Colleges, Universities, Research Excellence and Security (<https://www.ontario.ca/page/career-college-students-rights-and-responsibilities>)
- Fee Refund Policy
- Student Complaint Procedure
- Expulsion Policy
- Sexual Violence Policy
- Personal Information and Electronic Document Act Statement

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Genesis agrees to supply the training program to the Student upon the terms of this Training Contract.**

Genesis Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION III: PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

No PAD Agreement is applicable to this contract.

## SECTION IV: CONSENT TO USE PERSONAL INFORMATION

Private career colleges (PCCs) must be registered under the Ontario Career Colleges Act, 2005, which is administered by the Superintendent of Ontario Ministry of Colleges, Universities, Research Excellence and Security. The Act protects students by requiring PCCs to follow specific rules on, for example, fee refunds, training completions if the PCC closes, qualifications of instructors, access to transcripts and advertising. It also requires PCCs to publish and meet certain performance objectives that may be required by the Superintendent for their vocational programs. This information may be used by other students when they are deciding where to obtain their training. The consent set out below will help the Superintendent to ensure that current and future students receive the protection provided by the Act.

I allow Genesis to give my name, address, telephone number, e-mail address and other contact information to the Superintendent of Ontario Ministry of Colleges, Universities, Research Excellence and Security for the purposes checked below:

To advise me of my rights under the Ontario Career Colleges Act, 2005 including my rights to a refund of fees, access to transcripts and a formal student complaint procedure; and

To determine whether Genesis has met the performance objectives required by the Superintendent for its vocational programs.

I understand that I can refuse to sign this consent form and that I can withdraw my consent at any time for future uses of my personal information by writing to Genesis Flight College, PO Box 9098, Stayner ON L0M1S0. I understand that if I refuse or withdraw my consent the Superintendent may not be able to contact me to inform me of my rights under the Act or collect information to help potential students make informed decisions about their educational choices.

## AGREEMENT

**I certify that I have read, understood, and agree to all of the terms of this Section III**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION V: AGREEMENT TO WAIVE LIABILITY, ASSUME RISK AND INDEMNITY**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE TAKE ADEQUATE TIME TO REVIEW AND READ CAREFULLY.**

The Student named in Section I (the “Student”)—and, if applicable, the Parent/Guardian named in Section II (the “Parent/Guardian”)—hereby understands and acknowledges that participating in flight school activities including, but not limited to, the flying of aircraft, flying in aircraft, flight instruction, aircraft rental, aerobatics, aircraft operations, ramp operations, and activities associated with these activities (each a “Flight Activity” and collectively, the “Flight Activities”) provided by Fly Genesis Inc., operating as Genesis Flight College (“Genesis”), may expose the Student to many inherent risks, including damage, loss, or injury to Student’s person or property, accidents, injury, illness, or death (collectively, the “Damages”).

The Student—and, if applicable, the Parent/Guardian—further acknowledges that:

Participation in Flight Activities is expressly conditional on agreement to the terms of this Liability Waiver.

Flight Activities have inherent and unforeseeable risks which may result in serious injury, death or property damage.

Participation in the Flight Activities is entirely voluntary.

The Student—and, if applicable, the Parent/Guardian—is aware that good mental and physical health is required to undertake Flight Activities and they represent and certify that the Student is in good health and physically and mentally capable of performing the particular Flight Activity in which the Student chooses to participate.

If at any point, prior to or in the course of a Flight Activity, the Student is under the influence of any substance or is for whatever reason unable to safely participate in a Flight Activity, the Student—and, if applicable, the Parent/Guardian—must notify an instructor or other Genesis representative immediately.

The Student—and, if applicable, the Parent/Guardian—freely accepts and fully assumes all risk of the Damages associated with the Student attending or participating in such Flight Activities, regardless of how such Damages occur, even if arising from any negligent act or omission or carelessness of Genesis, their affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, heirs, executors, legal representatives, administrators, successors and assigns (collectively, “Releasees”).

After having read this Release and Waiver and knowing these facts, and in consideration of the acceptance of the Student’s attendance or participation in the Flight Activities, the Student—and, if applicable, the Parent/Guardian—agrees, on behalf of itself and themselves, and anyone entitled to act on behalf of the Student, including their respective heirs, executors and administrators, to INDEMNIFY, HOLD HARMLESS, WAIVE, RELEASE AND FOREVER DISCHARGE the Releasees from all Claims (as defined herein) whatsoever which the Student ever had, now has or may hereafter have, whether at common law, in equity, by statute or otherwise, whether now known or unknown, arising from, in connection with or in respect of the Student’s attendance or participation in the Flight Activities, whether foreseeable or not, and notwithstanding that any such Claim may arise by reason of the negligent act or omission or carelessness of the Company.

The Student—and, if applicable, the Parent/Guardian—further agrees, on behalf of itself and themselves, and anyone entitled to act on behalf of the Student, including their respective heirs, executors and administrators, not to make any Claim or to commence or maintain any action or proceeding in respect of any matter in any way relating to the Flight Activities against (i) any of the Releasees or (ii) any person or corporation that might claim contribution or indemnity or seek declaratory relief against any of the Releasees in a third party proceeding under the provisions of any applicable law or otherwise without the

consent of the Company.

In the event that the Student and/or the Parent/Guardian should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against any of the Releasees in connection with the matters which are released and discharged herein, this Agreement may be raised as a complete bar to any such demand, action, claim or proceeding.

The Student—and, if applicable, the Parent/Guardian—further agrees to indemnify and hold harmless the Company from any and all Claims which hereinafter may be brought or made against the Company arising or to arise, directly or indirectly, by reason of or relating to the Student’s attendance or participation in the Flight Activities , including but not limited to loss or damage to property and any and all personal injuries, including death of others or the Student.

For the purposes of this Release and Waiver, the term “Claim” includes any claims, disputes, demands, complaints, actions, applications, suits, causes of action, injunctive or any other relief, accountings, charges, debts, dues, duties, interest, penalties, liabilities, expenses, costs, damages, or losses, contingent or otherwise, of any kind or nature, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, and the term “Claims” shall refer to each Claim collectively.

This Release and Waiver is for the benefit of the Releasees and is binding upon the Student, the Parent/Guardian and anyone entitled to act on behalf of the Student, and it may be raised as a complete bar to any and all Claims in respect of the Student’s attendance or participation in the Flight Activities.

The provisions of this Release and Waiver shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Student—and, if applicable, the Parent/Guardian—irrevocably attorns to the jurisdiction of the Ontario courts and hereby agrees to commence any proceeding in Toronto, Ontario. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

## AGREEMENT

**I certify that I have read, understood, and agree to the terms set out in this Section V;**

**I have signed this agreement of my own free will; and**

**I am voluntarily waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators, and next-of-kin), including the right to sue Genesis and the Releasees.**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Genesis Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION VI: AIRCRAFT RENTAL AGREEMENT

### THE STUDENT HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS FOR ALL FLIGHTS USING GENESIS AIRCRAFT

#### DEFINITIONS

**Dual:** The aircraft is rented with a flight instructor for the purpose of flight training.

**Solo:** The aircraft is rented without a flight instructor on board for the purpose of flight training, or for personal use with or without passengers.

**Pilot in Command:** The pilot that has legal responsibility for the operation of the aircraft. When conducting Dual training, the Genesis instructor is the Pilot in Command. When flying Solo or with passengers, the Student is the Pilot in Command, even when the pilot only holds a student pilot permit.

#### TERMS OF SERVICE

##### Standard Rental Fees

Aircraft rentals are billed per flight hour (engine on to engine off) at the rates published on the Genesis website at the time of rental (flygenesis.ca).

##### Tire Damage

The Student is responsible for tire replacement fees, **regardless if flying Dual or Solo**. The Student is responsible to inspect the aircraft tires prior to each flight. Existing abnormal tire wear must be identified to Genesis prior to departure, and identified on the tire sidewall with a special tire marker.

If upon return of the aircraft, a tire is snagged due to abnormal wear requiring replacement of the tire, as determined by Genesis, the Student shall pay the REPLACEMENT FEE, less the consumed TIRE LIFE, as stated below.

**REPLACEMENT FEE: \$700**  
**MINIMUM TIRE REPLACEMENT FEE: \$100**

TIRE LIFE:  
Single engine: 200 hours  
Multi-engine: 100 hours

Examples of tire replacement due to abnormal wear

Tire Life is determined by the journey log. The consumed time is calculated from the air time when the tire was installed. For example, if the tire was installed at 1500 hours, and the snag was identified at 1600, the REPLACEMENT FEE for a single engine aircraft will be 50% of the \$700 Replacement Fee. If the incident requiring a tire replacement happened at 1700 hours for the same aircraft, then the Minimum Tire Replacement Fee of \$100 would apply.

Following a tire replacement, the Student must complete a minimum of three take-offs and landings with an instructor before he or she may rent an aircraft solo.



New Tire

Half-life Tire

##### Repair Costs

The Student shall pay, upon demand, the amount required to repair the aircraft in the event the rented aircraft he/she is operating is involved in an aircraft accident or incident, regardless if Dual or Solo. **The maximum amount payable by the Student for**

**damage repair is ten thousand dollars (CAD\$10,000), unless the Student is determined to have acted negligently.**

To minimize exposure to potential repair costs, Students are encouraged to purchase their own renter's insurance (non-owned aircraft) that can decrease the amount owed in the event of an accident. A popular provider of renter's insurance at other flight schools is Axis Insurance: <https://axisinsurance.ca/solutions/private-aviation-insurance/>. Genesis has no direct experience with a payout from any renter's insurance provider, and makes no representations regarding the claims process.

### **Cancellations**

**Cancelling a reservation within 48 hours, including late arrival or "no-show", will result in a charge of \$100 for an aircraft cancellation and/or \$100 for an instructor cancellation.**

Cancellations due to illness are not exempt from this fee.

### **Defect Reporting**

Prior to each flight, the Pilot in Command must review the appropriate aircraft journey log and Flight Schedule Pro log for defects. Aircraft defects are to be reported to the Dispatch Desk and entered directly into the journey logbook. The Student, if acting as Pilot in Command, must report unserviceability, high-risk events, hazards, incidents, or accidents to the dispatcher on duty as soon as possible.

### **Service Work Away From Base**

Any service work required to maintain the airworthiness of the aircraft while away from CNY3 must be authorized by the PRM or delegate in advance of the work commencing. At the sole discretion of Genesis, the Student may be held responsible for any repair charges. For clarity, an example of this situation is damaging a tire at a remote airport where extra costs might be incurred to source parts and complete the repair. Time the aircraft is away from the base will be billed at the Extended Rental minimums.

### **Return To Base**

The Student is responsible for returning the aircraft to the base at CNY3. If, for any reason, the Student is unable to do so, they will be billed for the repositioning of the aircraft back to CNY3.

### **Fuel**

Unless otherwise specified, all aircraft rentals include fuel. Any fuel purchased away from CNY3 will be reimbursed to the Student at the current cost per litre at CNY3. The current fuel cost will be provided by CNY3 airport management. The Pilot in Command shall ensure that there is sufficient fuel and oil on board the aircraft. All flights must carry 60 minutes of fuel reserve.

### **Expenses**

The Student is responsible for all third-party expenses incurred during the rental, including landing fees, storage away from the base, boost start, de-ice, etc.

### **Documents and Keys**

The Pilot in Command shall ensure, prior to operating the rented aircraft, that the aircraft is airworthy, as per the Canadian Aviation Regulations, and that all necessary documents, including his/her own pilot's licence/Student permit and valid medical, are on board for each flight. The Student shall be responsible at all times for the aircraft, aircraft logs, documents, and keys. Fees are applicable for the replacement of any documents or keys.

## Securing the Aircraft

The Pilot in Command is responsible for ensuring the rental aircraft is tied down, control locks are in place, doors are closed, cowl is covered and plugged in (in winter) when leaving the aircraft. This applies at CNY3 or any other airport.

## Legal Operation

The Pilot in Command shall operate the aircraft in accordance with the Canadian Aviation Regulations (CAR), the aircraft flight manual, and weight and balance specifications. The Pilot in Command shall comply with the conditions of the operating certificate issued to Genesis by Transport Canada. Flights for the purpose of compensation or hire are prohibited.

## Contamination

No flight shall commence unless the aircraft is clear of any ice, snow, frost, and any other contamination on its critical surfaces.

## Low Flying

Low flying is prohibited. All flights must be carried out at an altitude of at least 1000 feet above the ground except for the purpose of take-off, landing, or forced approach training. If a pilot encounters bad weather, safety will be the deciding factor in selecting an altitude at which to fly.

## Emergency Landing

In case of an emergency, forced landing, or unauthorized landing away from home base, the Pilot in Command shall as soon as possible, after dealing with any emergency, contact Genesis and report all particulars of the cause of the landing and its location AND SHALL NOT ATTEMPT TO TAKE OFF AGAIN WITHOUT THE PERMISSION OF THE CHIEF FLIGHT INSTRUCTOR OR HIS DELEGATE.

## Aircraft Return Condition

Eating or having open beverages in the aircraft is discouraged. The Student is responsible for returning the aircraft free of litter and in the condition in which it was rented. **No pens are allowed in the aircraft.** Cleaning fees will be charged if required.

## Weather Briefing

The Pilot in Command shall, as per CAR 602.71/72, before commencing a flight, be familiar with the available information and available weather information that is appropriate for the intended flight.

## Flight Plans

All flights over 25nm from CNY3 require a flight plan filed with FSS or a flight itinerary filed with Dispatch. In the event of an itinerary change or delay, notification must be given to the Genesis dispatch phone (1-877-359-3245) or email (dispatch@flygenesis.ca) as soon as possible.

## Extended Rental

When the aircraft is rented for more than 2 hours (Extended Rental) a billing minimum of one-half of the hours the aircraft is away from the base will be applied, or 8 hours per 24-hour period from the initial departure time. Actual flight time will be billed if over the minimum. Extended Rentals must be authorized by the CFI or delegate.

### Currency

The Chief Flight Instructor or delegate has the authority to check the flying ability of any customer wishing to rent Genesis aircraft, and currency checks may include a request that the student demonstrate their ability to competently handle the aircraft under existing conditions prior to solo flight. An annual recurrency check is required for all customers not active in a training program. All currency checkouts are billable at current rates.

### Right to Refuse Service

Genesis reserves the right to refuse aircraft rental and flight instruction to any customer. Customers demonstrating dangerous decision making skills, displaying signs of anger management problems, being disrespectful to Genesis staff, refusing to follow company policies or being involved in an accident or incident may be refused service. Aircraft will be available only to customers in good standing (paid-up fees).

### Fees

Genesis is authorized to charge the Student for any fees related to this Agreement. HST is applicable to all fees. Interest charges for unpaid fees is 2.5% compounding monthly.

### AGREEMENT

**I certify that I have read, understood, and agree to all the terms of this Section VI**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Genesis Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION VII: WEATHER AND BEHAVIOR POLICIES

Genesis Flight College (Genesis) has developed safety precautions to ensure the welfare of its students. The following are some of the rules that must be observed at all times

### Weather Minima and Limits

The Chief Flight Instructor or delegate may modify weather minima on a case-by-case basis.

#### Solo Circuit Student Flying:

- Visibility :5 miles
- Cloud Base: 1500' AGL
- Wind: Less than 20 KTS
- Cross Wind: Less than 10 KTS
- No significant precipitation

#### Solo Practice Area Student Flying:

- Visibility: 6 miles
- Cloud Base: 2000' AGL
- Wind: Less than 20 KTS
- Cross Wind :Less than 10 KTS
- No significant precipitation

#### Dual Cross Country:

- Visibility: 6 Miles
- Cloud Base: 2000' AGL
- Temperature: Above -20°, Below +30°C

#### Solo Cross Country:

- Visibility: 6 Miles
- Cloud Base: 3000' AGL,
- Wind: Less than 20 KTS,
- Cross Wind: Less than 10 KTS
- Temperature: Above -20° C, Below+30°C
- Improving or stable conditions
- No significant precipitation

#### Solo Flights Night Limitations:

- In order for solo flights to be released there must be enough time before sunset for the planned flight to be completed twice. E.g. Flight is to take 1.5 hrs, Sunset is 6pm local. Flight cannot be dispatched later than 3pm.

#### IFR Training Flights:

- IFR Training flights must comply with all IFR legal requirements CARs 602 Dev 7
- Genesis IFR WX minima is 500 Ft AGL Ceiling, 2 miles Visibility
- The forecast must be for the expected flight time of IFR training trip and the arrival time back to CNY3 plus another 3 hours past that point.

- Pilots are not permitted to fly in known icing conditions or thunderstorms

Day-to-day weather decisions concerning the suitability for the circuit, practice area, IFR flights, or cross-country flying will be made by the Chief Flight Instructor or his delegate.

Other Provisions:

- Fuel: All flights in Genesis aircraft must carry a minimum of 60 minutes of fuel reserve
- Practice Area Boundaries: Student Pilots are restricted to the designated practice as specified in the pre-flight briefing
- Aircraft Defects: Aircraft defects affecting airworthiness are to be reported at the dispatch desk and entered directly into the aircraft Journey Log Book
- Securing Your Aircraft: Aircraft must be tied down in a proper location on the ramp in windy conditions.
- Procedure In the event of Unscheduled or Forced Landing: After any unauthorized or forced landing the pilot must call Genesis dispatch immediately and shall not attempt to take off again without permission of the Chief Flight Instructor or his Delegate.

## **Dangerous Behaviour**

The school defines dangerous behaviour as being any action that may;

- Lead to injury or death of an individual
- Cause damage to aircraft and/or equipment and or facilities
- Have a negative impact on the flight school's reputation for safety
- Be in contravention of the Canadian Civil Aviation Regulations

Any student witnessed displaying dangerous or unsafe behaviour will be immediately expelled from the program. Students expelled for dangerous or unsafe behaviour will not be permitted to appeal this decision.

Actions that adversely affect flight safety can also be categorized as dangerous behaviour. Examples of some offences are listed below. Note that this is a partial list only and other offences may also be subject to this policy.

- Violation of any Canadian Civil Aviation Regulations that have a direct impact on flight safety, regardless of whether or not Transport Canada has taken official action
- Flying under the influence of alcohol and/or drugs
- Deliberate disregard for the aircraft limitations as set out by the manufacturer
- Acrobatic flight in school aircraft
- Negligent low flying other than that for the purpose of flight training
- Unauthorized formation flight in Genesis aircraft
- Handling of aircraft that may endanger persons or property on the ground or in the air
- Fuel exhaustion
- Not reporting aircraft damage, accidental or otherwise
- Landing at other than licenced or registered aerodromes, except for emergency or precautionary reasons
- Negligent use of school aircraft or equipment

Dangerous Behaviour will result in immediate expulsion from the program. The General Manager and the Campus Administrator will review the information and determine a decision with respect to Dangerous Behaviour and advise the student in writing. Students will have no right to appeal an expulsion decision related to Dangerous Behaviour.

### **AGREEMENT**

**I certify that I have read, understood, and agree to all the terms of this Section VII**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Genesis Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## SECTION VIII: VIDEO CONSENT, IMAGE RIGHTS, WAIVER, INDEMNITY AND RELEASE

### Photographs, Videos and Recordings

I hereby grant permission to Fly Genesis Inc., operating as Genesis Flight College, and Genesis Flight Centre (“Genesis”) and its representatives to make recordings of my image and voice (the “Content”) during any flight, classroom activity, or any other time I am involved with school activities (the “Activities”).

### Content Rights

I understand that my participation in the Activities may be filmed, photographed and/or recorded by Genesis and I agree that any Content may be used by Genesis for training, publicity or promotional purposes. I acknowledge that Genesis owns all rights to the images and recordings (the “Content”) even if recorded on media, such as an SD card, that I own. I understand that the Content is exclusively owned by Genesis and I have no rights to use the content other than provided to me by Genesis.

### My Use of the Content

Genesis may, in its sole discretion, allow me to use the Content. I agree that use of the Content is for my person viewing as a training aid. I understand that any other use or display of the content is strictly prohibited. For further clarity, I understand that Genesis is providing the Content for personal use and does not convey any type of licence. I agree to treat the Content as confidential.

### Waiver, Indemnity and Release

I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless Genesis and its representatives from and against any claims, damages or liability arising from or related to the Content, including but not limited to claims of privacy or intellectual property rights. I fully understand the contents, meaning and impact of this consent, waiver, indemnity and release. This consent, waiver, indemnity and release is binding on me, my heirs, executors, administrators and assigns.

### AGREEMENT

**I certify that I have read, understood, and agree to all the terms of this Section VIII**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Genesis Signature: \_\_\_\_\_ Date: \_\_\_\_\_