

# MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION AGREEMENT rev. 05/19

In consideration for Capital Area Motorcycling School, Inc and Hudson Valley Community College, the Motorcycle Safety Foundation ("MSF"), the training sponsor, the owner of the training motorcycle, and the owner of the premises upon which training occurs, including each of their members, employees, officers, RiderCoaches and/or agents (the "Safety Course Providers"), permitting the undersigned to participate in the Motorcycle Safety Course and furnishing related services, equipment, and/or curriculum, the undersigned agrees to all of the following:

Participation in this course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, prescription or non-prescription drugs that could impair my performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Motorcycle Safety Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

## **READ CAREFULLY: THIS IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER, AND COVENANT NOT TO SUE AGREEMENT**

I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Safety Course activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (c) these risks and dangers may be caused by the negligence of the Safety Course Providers or the negligence of others, including other Safety Course participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Safety Course Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person. If I have brought a motorcycle or helmet to use in the Safety Course, I also agree that this release applies to any damage that occurs to my motorcycle or helmet during the Safety Course.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Safety Course Providers for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the Safety Course Providers' negligence.

**I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED SAFETY COURSE PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

\_\_\_\_\_  
(Participant Name – Please Print)

\_\_\_\_\_  
(License or ID# and State)

\_\_\_\_\_  
(Participant Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of parent or legal guardian if less than 18 years old)

\_\_\_\_\_  
(Relationship)

\_\_\_\_\_  
(License or ID# and State)

## **READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Safety Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

**I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.**

\_\_\_\_\_  
(Participant Name – Please Print)

\_\_\_\_\_  
(Participant Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of parent or legal guardian if less than 18 years old)

\_\_\_\_\_  
(Relationship)

\_\_\_\_\_  
(License or ID# and State)