

SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT rev. 03/20

In consideration for PRO Motorcycle Training, LLC, the Motorcycle Safety Foundation, Inc. ("MSF"), the training sponsor, the owner of the training motorcycle and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this Motorcycle Safety Course (the "Course"), the undersigned Participant agrees to all of the following:

Participation in the 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, or prescription or non-prescription drugs that could impair my performance in the 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 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 GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK & COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of motorcycles and motorcycling equipment ("Motorcycling Activities"); (b) my participation in the Course and Motorcycling Activities 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, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and Motorcycling Activities, **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 Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought a motorcycle or helmet to use in the Course, this Agreement applies to any damage that occurs to or from my motorcycle or helmet during the Course.

I fully understand and agree 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 Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from motorcycle riding or its equipment, including claims based on the Released Parties' negligence.

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

Participant Name (Printed) – First, Middle, Last

License or ID# and State

Participant Signature

Date – MM/DD/YYYY

Parent/Legal Guardian signature, if Participant under 18 yrs of age

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 Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of motorcycles and motorcycle equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

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

Participant Name (Printed) – First, Middle, Last

License or ID# and State

Participant Signature

Date – MM/DD/YYYY

Parent/Legal Guardian signature, if Participant under 18 yrs of age

Relationship

License or ID# and State

WAIVER AND RELEASE OF LIABILITY

In consideration of **Pro Motorcycle Training LLC**; furnishing services and/or equipment to enable me to participate in the Motorcycle Rider Education Class, I agree as follows:

I fully understand and acknowledge that : (a) risks and dangers exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Rider Education Class 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 and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **Pro Motorcycle Training LLC**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Pro Motorcycle Training LLC**; or by any other person. If I have brought a motorcycle to use in the Safety Course, I also agree that this release applies to any damage that occurs to it during the Safety Course.

Initial _____

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Pro Motorcycle Training LLC**; and its owners, agents, officers and employees from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Rider Education Class activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by **Pro Motorcycle Training LLC**; and its owners, agents, officers or employees.

Initial _____

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE Pro Motorcycle Training LLC; FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PRINT NAME

DATE OF BIRTH

SIGNATURE

DATE

SIGNATURE OF PARENT OR GUARDIAN
(If less than 18 years old)

DATE

MSF LIABILITY WAIVER AND GENERAL RELEASE RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

The Motorcycle Safety Foundation, Inc. ("MSF"), the training sponsor, the owner of the training motorcycle and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in a motorcycle safety training course, other MSF-related training activities, or utilizing the Released Parties' services or premises (collectively, "Training Activities"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Training Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in Training Activities. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Training Activities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in Training Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

OTHER TERMS: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which Training Activities are 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.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: _____

Date: _____

Name (printed): _____

I, _____ ("Student"), am willingly taking a course from PRO MOTORCYCLE TRAINING, LLC ("PROMCT"), with the following understanding:

1. I am participating of my own free will and **can choose not to continue at any time.**
2. PROMCT offers this class with safety as a primary objective; however, **PROMCT cannot guarantee a risk-free environment.**
3. **Motorcycling is inherently risky.** I could incur injuries – minor or in rare cases, severe – while in the class due to my own or others' actions. PROMCT cannot prevent incidents not in its control. I understand and accept these risks.
4. I agree to participate with the physical and mental capability to stay engaged and control the motorcycle throughout the class. This includes pre-course mental and physical preparedness as well as wearing appropriate gear for safety and comfort.
5. The range riding sessions can be tiring. My understand that my physical and mental condition can impact my experience and success in the course. I agree that being well-rested, hydrated and sated is critical to my success.
6. I understand that **not everyone successfully completes the course.** If I am unable to meet the objectives of one or more exercises, or if I pose a safety risk to myself or others, I will discontinue and drop out of the class. I understand that if I'm unwilling to make this decision on my own, a Rider Coach may counsel me out of the course. I understand this is in my – and likely others' – best interest. Retakes may be possible per PROMCT Policies.
7. PROMCT has various policies regarding my participation and registration in the class. I was given, and I reviewed, these policies at registration time. I agreed to those terms and conditions when I registered.
8. PROMCT can't predict or guarantee my ability to ride a motorcycle. Control of a motorcycle is similar to that of a bicycle. I confirm that I am proficient in, and comfortable with, riding a pedal bicycle in various situations and weather conditions.
9. I accept full financial responsibility for any Personal or Property damage that I may cause while operating a motorcycle in the class. Although not a complete list, damages or injuries caused my failure to control my motorcycle may include costs of motorcycle repair due to a fall or crash, injuries to any person, and any property damage.
10. PROMCT gear requirements are minimum standards. I may wear more and higher quality properly fitting protective gear for comfort and minimization of risk of injury.
11. If I'm using my own motorcycle, I must have a valid insurance card and registration with my name on it for the given motorcycle, and a valid WI license or temp permit. If I haul/trailer the motorcycle to class, a temp or permanent license is not required, but the insurance and registration requirements remain.
12. The class is scheduled for a specific date and time. PROMCT is committed to offer the class at that time. If the class needs to be canceled or moved due to lot owner conflicts or PROMCT staffing issues, PROMCT will reschedule me at no cost, or, if I am unable to reschedule to any of the available classes, my registration fees will be refunded.
13. **I understand this course is not a guarantee that I will be fully prepared and skilled to safely and comfortably ride a motorcycle on the road. Even though I may pass the course, I understand that additional training and practice may be required to get me to an appropriate level of the mental, emotional, social and physical aspects of riding a motorcycle.**
14. **Motorcycle riding is a journey. I understand this class is not the end of the learning journey but the beginning.**

I ("Student") have read and understand the above terms when taking the PROMCT class:

STUDENT NAME (print)

DATE

STUDENT SIGNATURE

PARENT/GUARDIAN NAME (print)

DATE

PARENT/GUARDIAN SIGNATURE

MODEL RELEASE - ADULT

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant to PRO Motorcycle Training, LLC ("PROMCT") and the Motorcycle Safety Foundation ("MSF") the absolute and irrevocable right and permission, with respect to any photographs or video that it or its agent will take of me, to copyright the same, in PROMCT's and MSF's name, to use and publish the same in whole or in part, in any media now or hereafter, and for promotional or any other purpose whatsoever, and to use my name in connection therewith if PROMCT or MSF so chooses.

I hereby release and discharge PROMCT and the MSF from any and all claims and demands that are connected with the use of the photographs or video, including without limitation any and all claims for defamation, invasion of privacy, right of publicity, false light, and negligent or intentional infliction of emotional distress.

This authorization and release shall also accrue to the benefit of the heirs, legal representatives, licensees, employees, directors, trustees, officers and assigns of PROMCT and/or the MSF.

I am of legal age and competent to contract in my own name. I hereby acknowledge that I have read the foregoing and fully understand the contents thereof. This waiver and release shall be binding upon me and my heirs, legal representatives, and assigns.

☐

ACCEPT

☐

DECLINE

DATE _____

MODEL NAME (print)

MODEL SIGNATURE

MODEL ADDRESS

CITY, STATE, ZIP

()

MODEL PHONE

MODEL EMAIL ADDRESS

Why does PROMCT ask for this permission to take and post photos of models? If PROMCT instructors or other agents get around to taking photos of riders/students in class, PROMCT would like to put these photos on the PROMCT website or social media to make them available to the riders/students for viewing and/or download, or to show to family and friends.

PROMCT dealer sponsors and the MSF also would like to post photos of riders/students on their websites. PROMCT will not post any pictures that put any rider/student or PROMCT in an embarrassing or unflattering light ... if a photo embarrasses the model, it embarrasses PROMCT. That is in no one's best interests.