General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue

READ CAREFULLY. Provide all required information and complete any blanks before signing. Participants under 18 years of age must have a parent or authorized guardian sign in person at the Event Location.

Event Description & Dates: _____

Event Location: _____

In consideration for the Participant being permitted to enter the Event Location, as well as attend or participate in the Event in any manner whatsoever (including but not limited to the observation of the Event, my use of or proximity to powersports vehicles, or other vehicles and equipment in use at the Event Location, and my presence at the Event Location including but not limited to any and all Restricted Areas (defined as any area requiring special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited, including, without limitation, the training range area)) (herein collectively referred to as the "Event" or "Powersports Activities"), I, the undersigned individual, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

(1) **THE EVENT AND POWERSPORTS ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE**. These dangers and risks can arise from a range of foreseen or unforeseen causes, including, without limitation, crashes, vehicle or equipment failures, range and riding surface conditions, adverse weather conditions, participant error, and both negligent or non-negligent acts and omissions of Released Parties (as defined herein), myself or other Event participants. These dangers and risks expressly include but are not limited to negligent rescue operations and/or negligent procedures of one or more of the Released Parties.

(2) Without in any way modifying or limiting the scope of this General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue, I shall, immediately upon entering any Restricted Area, and continuously thereafter, inspect such Restricted Area for any safety concerns. If, at any time, I am in or about a Restricted Area that I believe to be unsafe or unsatisfactory for any reason, or if I am requested to engage in an activity that I believe to be unsafe or outside my capability for any reason, I shall immediately advise the on-site Event managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Event. I acknowledge that I may not have the opportunity to inspect any Restricted Area prior to the start of the Event.

(3) Powersports Activities are physically and mentally demanding, and require personal discipline, stamina, coordination, judgment, concentration and mental alertness. I am in good general health, and have no known physical or mental limitations that could impair my performance in the Event. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Event.

(4) This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Event security, and is intended to be as broad and inclusive as is permitted by the laws of the State, Province or Territory in which the Event is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, heirs and next of kin, all rights and benefits conferred by any statute or other law that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein. If I have brought a powersports vehicle, helmet or other safety equipment to use in the Event, I agree that this Agreement extends to all Losses and Claims (as defined herein) that may occur, arise out of, or relate in any way to such vehicle or equipment.

(5) If any portion of this Agreement is found to be unenforceable or invalid, it is agreed that the balance and remainder of this Agreement shall, notwithstanding, continue in full legal force and effect, and shall be construed as though the unenforceable or invalid portion had never been contained herein.

(6) I have had the opportunity to read this entire Agreement and ask any questions about it. I fully understand its terms and meaning. I enter into this Agreement voluntarily, of my own free will, and without any duress.

GENERAL RELEASE AND WAIVER OF LIABILITY. I, the undersigned individual, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the "Releasors"), release, exempt and hold harmless any and all persons or entities promoting or sponsoring the Event, sanctioning or administrative organizations or any affiliated entities thereof, range facility owners and operators, officials, vehicle owners and manufacturers, riders, range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, the entity and individuals (including training instructors) conducting and/or sponsoring the Event, PRO MOTORCYCLE TRAINING LLC, and the Motorcycle Safety Foundation, Inc., including each of their affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Party or Parties") from any and all loss, liability, damage, fees or costs arising out of or related to the Event or conditions at the Event Location (collectively, "Losses"), and any claim, demand, lawsuit or causes of action brought by me or the Releasors, arising out or related to the Event, whether on account of injury or death to myself or any other person, or damage to any property, or otherwise (collectively, "Claims"), including Losses and Claims caused solely or in part by negligence of one or more of the Released Parties or otherwise.

ASSUMPTION OF RISK. I, the undersigned individual, hereby personally and on behalf of the Releasors, knowingly and voluntarily assume full responsibility for any and all risk of bodily injury, death, property damage, whether foreseen or unforeseen, and whether caused by the negligence of any Released Party or otherwise, that may occur, arise out of, or relate in any way to the Event or conditions at the Event Location (e.g., conditions that are open and obvious, inherently dangerous, or caused by negligence).

INDEMNITY AGREEMENT. I, the undersigned, hereby personally and on behalf of the Releasors, agree to indemnify, defend, save and hold harmless the Released Parties from any and all Losses and Claims they may incur arising out of or related in any manner to my attendance at or participation in the Event, whether brought by Released Parties, other Event participants or any other individuals or entities, whether on account of bodily injury, death, property damage, or otherwise, and whether caused by the negligence of any Released Party or otherwise. This indemnity obligation expressly includes the obligation to reimburse the Released Parties for all of their reasonable attorneys' fees and costs if I commence a legal proceeding governed by this agreement.

COVENANT NOT TO SUE. I, the undersigned, hereby personally and on behalf of the Releasors, covenant not to sue, and relinquish any and all rights I now have or may have in the future to sue, the Released Parties for any and all injury, death, or damage, whether known or unknown, that I may suffer arising from the Event or Powersports Activities, including claims based on the Released Parties' negligence.

I HAVE READ THE ENTIRETY OF THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND COVENANT NOT TO SUE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY RIGHT TO BRING A LAWSUIT IF I AM INJURED DURING THE EVENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. BY SIGNING BELOW, I AGREE TO ALL THE TERMS HEREIN. MY SIGNATURE BELOW SERVES AS A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Print Participant Full Name – First, Middle, Last	License or ID# and State	Date Signed – MM/DD/YYYY

Participant Signature (or Parent/Legal Guardian signature if Participant is under age 18)	Print Full Name of Parent/Legal Guardian, and state relationship to Participant

READ CAREFULLY

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**

(REV: 08/03)

PRO MOTORCYCLE TRAINING

MEMORANDUM OF UNDERSTANDING

I, _____ ("Student"), voluntarily enroll in a motorcycle safety training course offered by PRO MOTORCYCLE TRAINING, LLC ("PROMCT"), with the following understanding:

1. **Voluntary Participation:** I am participating of my own free will and may discontinue at any time.
2. **Safety Commitment:** PROMCT will instruct with safety as the primary objective; however, a risk-free environment cannot be guaranteed.
3. **Assumption of Risk:** I acknowledge that motorcycling is inherently risky. Injuries may occur, ranging from minor to severe, due to my own actions or those of others. PROMCT cannot prevent incidents beyond its control. I accept these risks.
4. **Personal Responsibility:** I am responsible for attending class with the physical and mental capability to remain engaged and safely control the motorcycle.
5. **Condition and Preparedness:** I understand my physical and mental condition will affect my performance. I will arrive well-rested and bring necessary food and drink to remain hydrated and alert.
6. **Course Completion:** Not all students successfully complete the course. If I am unable to meet objectives or pose a safety risk, I will withdraw. If I do not do so voluntarily, a Rider Coach may counsel me out in the interest of safety. Retakes may be available per PROMCT policies.
7. **Policies and Registration:** I have reviewed PROMCT's policies provided at registration and agreed to those terms.
8. **Motorcycle Proficiency:** PROMCT cannot guarantee my ability to ride a motorcycle. I confirm that I am proficient and comfortable riding a pedal bicycle in varied conditions, recognizing the similarity of control.
9. **Financial Responsibility:** I accept full financial responsibility for any personal injury or property damage I may cause while operating a motorcycle during class, including but not limited to motorcycle repairs, injuries to persons, or property damage.
10. **Medical Disclosure**: I affirm that I have no medical conditions or impairments that would reasonably prevent me from safely operating a motorcycle during training. I will disclose any relevant conditions to PROMCT prior to participation.
11. **Protective Gear:** I will wear all required protective gear. PROMCT's gear requirements are minimum standards; I may choose to wear additional or higher-quality gear for comfort and risk reduction.
12. **Scheduling and Refunds:** PROMCT is committed to offering classes as scheduled. If a class must be canceled or rescheduled due to facility conflicts, staffing issues, or other significant events, PROMCT will reschedule at no cost or issue a full refund if I cannot attend an alternative session.
13. **No Guarantee of Road Readiness:** Completion of this course does not guarantee that I am fully prepared to ride safely on public roads. Additional training and practice may be required to develop the necessary skills.
14. **Ongoing Learning:** I understand this course is the beginning of my motorcycle learning journey, not the end.

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

PRO MOTORCYCLE TRAINING

PERMISSION FOR PHOTOGRAPHY

MODEL RELEASE - MINOR

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 my child (who is under 18 years of age), to copyright the same, in PROMCT's and/or 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 child's name in connection therewith if PROMCT and/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 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, and on behalf of my child. 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 _____

CHILD'S NAME(s) (print) *(if more than one child, enter all names on this line)*

PARENT'S NAME (print)

PARENT'S SIGNATURE **(signed in presence of PROMCT)**

PARENT'S ADDRESS

PARENT'S CITY, STATE, ZIP

( )

PARENT'S PHONE

PARENT'S 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.