

MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION

Both sections of this form must be completed and signed prior to your first class. Your RiderCoach will collect it during the first session. If you are under 18 years of age you must bring this form signed by your parent or guardian to the first day of class. If you fail to do so, you will not be allowed to participate in the course.

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course.

1. THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of Alvin Community College, the Texas Department of Public Safety, and the Motorcycle Safety Foundation, including their members, employees, officers and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, **I agree as follows:**

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 and/or total paralysis, other ailments that could cause serious disability, or death;
- (c) these risks and dangers may be caused by the Safety Course providers; 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 representative and my heirs, hereby 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 to use in the Safety Course, I also agree that this release applies to any damage that occurs to it during the Safety Course.

I agree and understand that, on behalf of myself, my personal representative and my heirs, I 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 Provider's negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE ALVIN COMMUNITY COLLEGE, THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE MOTORCYCLE SAFETY FOUNDATION FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I have had the opportunity to ask any and all questions about the above waiver and release and I understand its terms and meanings.

(Participant Name - Please Print)

(Participant Signature)

(Date)

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

(Relationship)

II. READ THIS SECTION CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of Alvin Community College, the Texas Department of Public Safety, and Motorcycle Safety Foundation, including their members, employees, officers and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, **I agree as follows:**

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 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING THE REVERSE SIDE I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ALVIN COMMUNITY COLLEGE, THE TEXAS DEPARTMENT OF PUBLIC SAFETY, AND THE MOTORCYCLE SAFETY FOUNDATION ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.

I have had the opportunity to ask any and all questions about the indemnification and hold harmless section above and I understand its terms and meanings.

(Participant Name - Please Print)

(Participant Signature)

(Date)

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

(Relationship)

**Motorcycle Operator Training Program
Student Information**

Name: _____
(First) (MI) (Last)

Address: _____
(Street) (City) (Zip)

Daytime Phone: (____) _____ Email: _____

Date of Birth: _____ Driver License Number: _____ State of: _____

Emergency Contact: _____
(Name) (Relationship) (Phone)

I, _____, recognize and understand the risk involved in learning to ride, and riding a motorcycle, I acknowledge that risk by signing the Motorcycle Safety Course Waiver & Indemnification Form. I understand that my performance will be evaluated and that I must satisfactorily complete each training phase before advancing to the next level. Should a RiderCoach determine that I am a danger to my classmates, or myself, I will not be allowed to continue the course. I understand that this decision is for my safety and the safety of others and I will abide by the decision of the RiderCoach. I acknowledge that if my lack of progress impedes or interferes with the class that I may not be allowed to continue the class. To receive the Motorcycle Operator Training Course Completion Card, I must demonstrate competent motorcycle operation by attaining acceptable scores on the skill evaluation and the knowledge test. Failure of the knowledge test or the on-cycle evaluation or not satisfactorily completing a phase of the course is considered a failure for the entire course. ***THERE ARE NO REFUNDS FOR PERSONS UNABLE TO COMPLETE THE COURSE.**

Check All That Apply

- I am **NOT** under the care of a physician, or taking medication, either of which may affect my ability to ride during this course.
- I am under the care of a physician, but I have made the decision that I am able to ride. I accept full responsibility for this decision.
- I am taking medication, but I have made the decision that I am able to ride. I accept full responsibility for this decision.

NOTE TO THE STUDENT: If you have physical limitations or are on medication, please be aware that the course is strenuous and physically demanding. If you have a heart condition, are prone to dizziness, or have a physical or mental condition which may adversely affect your performance, we advise against participating in the class. You are responsible for your own decision to participate. If your condition adversely affects your performance, our instructors will ask you to leave the class.

ALL STUDENTS ARE REQUIRED TO BE ON TIME FOR EACH CLASS SESSION. All students are expected to participate fully in each and every exercise and to follow the directions of the RiderCoach. Tardiness, absence from any part of the course, or failure to follow the direction of the RiderCoach may result in dismissal from the course.

By signing this document, I hereby agree to follow all the rules and regulations of the program and that all information provided by me is true and correct.

Print Your Name: _____ Signature: _____

Date: _____

Signature of parent or legal guardian: _____
(Only if students are under 18 years old)

~~_____ I elect to use my personal motorcycle for the Basic Motorcycle Operator Training Course and I accept responsibility for any damages incurred as a result.~~