

SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT rev. 01/22

In consideration for the Motorcycle Safety Foundation, Inc. ("MSF"), the entity sponsoring the training (MRTC, LLC.), the owner of the training motorcycle (if not owned by the undersigned), and the owners of the premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Parties"), permitting the undersigned to participate in this Safety Education and Training Course (the "Course"), I, the undersigned Participant, agree 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/guardian in person at the training location, or the parent/guardian may sign without appearing in person, in which case 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) I have been advised of and agree to waive, on behalf of myself, my personal representatives and my heirs, all rights and benefits flowing from any state statute that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein; (c) if any portion of this Agreement is held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (d) I have had the opportunity to read this entire Agreement and ask any questions about it, 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 in my 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, I also agree that this release 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 Motorcycling Activities, 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 participation in the Course or Motorcycle Activities, 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



Model Release

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Motorcycle Rider Training Center, 500 Kipling St, Lakewood, Colorado 80226 to use photographs or other images taken on _____ (Today's Date) of _____ (Photographed Party Printed Name), as more fully explained in this Consent and Release. The Photographed Party is an adult and is fully authorized to sign this Consent and Release.

For value received, receipt of which is hereby acknowledged, the Photographed Party hereby grants consent to Motorcycle Rider Training Center, its agents, employees, licensees, and successors in interest (collectively, the Released Party) and authorizes the use of any and all photographs taken of the Photographed Party, and any reproduction of them in any form in any media whatsoever and in any derivative work based thereon throughout the world, and to use them to publicize, promote and advertise, including but not limited to use for point of sale advertising.

The Photographed Party also consents to the use of their own name or any fictitious name which may be chosen in connection with the aforesaid photographs.

The Photographed Party hereby releases any and all claims whatsoever in connection with the use of their photograph and name and the reproduction thereof as aforesaid.

The Photographed Party hereby waives any right that they may have to inspect and/or approve the Book or the advertising copy that may be used in connection therewith or the use to which it may be applied.

THE PHOTOGRAPHED PARTY WARRANTS THAT THEY ARE THE UNDERSIGNED AND THAT THEY HAVE READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS CONSENT AND RELEASE.

Signed by _____ (Photographed Party Printed Name) with the intent of being legally bound on _____ (Today's Date).

Photographed Party's Signature

Date