

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

In consideration for the Motorcycle Safety Foundation, Inc. ("MSF"), the entity sponsoring the training (_____), 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

Memorandum of Understanding for all Madison College Motorcycle Program Classes

Effective 7/14/2021

In addition to risk waivers provided by MSF, the following facts need to be accepted and agreed to by all students and signed off on by Parents of minor participants.

1. Motorcycling is physical, and can be a dangerous activity.
2. You could become injured or even die while in this class.
3. Our gear requirements are minimum standards. You are always welcome to wear more and higher quality properly fitting protective gear to minimize your risk.
4. You are participating of your own free will and can choose not to continue at any time.
5. If you have signed up for a class where you supply your own motorcycle, you must have a valid insurance card with your name on it for that motorcycle and a valid WI temp permit to ride your bike to class. If you trailer your bike to class it still requires insurance in your name.
6. You are accepting the full financial responsibility for any Personal or Property damage that may occur while you are operating your assigned motorcycle. This list is not all inclusive but will include; costs of motorcycle repair due to crash caused by your failure to control the motorcycle, any person (including yourself) injured as part of your failure to control the motorcycle, and any property damage that may occur as part of your failure to control the motorcycle.
7. We (Madison College Motorcycle Safety Program) offer a step by step class for beginners. You need to arrive with the physical and mental ability to stay on task and control the motorcycle throughout our class. If you cannot demonstrate proper control skills as needed you will not be allowed to continue.
8. Madison College guarantees opportunity and coaching in each class, but cannot guarantee your safety or successful ability to ride the motorcycle. We cannot ride it for you.
9. The class you've selected is a specific date and time; we're committed to our end of the contract by offering the class. If the class is not offered due to land holder or Madison College staffing issues, we will offer you a refund of your fee or reschedule. If Madison College can provide the class on the day(s) of training offered at that location, we will not offer refunds or rescheduling outside of our web policy if a student cannot uphold their end of the contract.
10. We do not believe that taking one class is the end of your motorcycling education; we are likely just the start. One class is not guaranteed to make you ready to ride any motorcycle on the road. That may require more training on your part regardless of whether or not you qualify for a license at the end of your class.

Print (Student)

DATE

Sign (Student)

Print (Parent or Guardian)

DATE

Sign (Parent or Guardian)

Permission for Photography

For valuable consideration received, I grant to Madison College ("Photographer") and his/her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release Photographer and his/her legal representatives and assigns from all claims and liability relating to said photographs.

MODEL'S SIGNATURE

PRINT MODEL NAME

MODEL'S DATE OF BIRTH

ADDRESS

TODAY'S DATE

EMAIL ADDRESS

LEGAL GUARDIAN SIGNATURE (if under 18)

PRINT LEGAL GUARDIAN'S NAME

Why do we ask for this? If we get around to taking photos, we'd like to put them on our website or social media so you can download them, or show your friends. Our dealer sponsors love to have a photo of a happy group of customers riding to show off on their websites as well. If you're worried about how you may look in the photo, keep in mind that if we post a photo of you looking dumb, we look dumb. That is not in our best interest.
-Jason Herheim - Madison College Program Director