

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: Motorcycle Basic Rider Course

Event Location: 2125 Commercial Ave, Madison, WI 53704

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.

_____ / _____
Initials / Event Start Date

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 understood 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 has 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 Name (Student)

Date

Sign (Student)

Print Name (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 include, 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 assign 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.

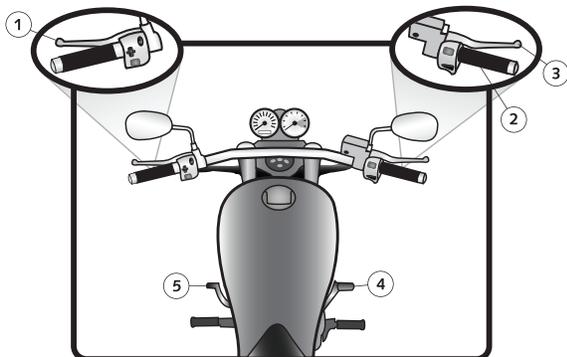
- Jason Herheim, Madison College Motorcycle Program Director

Name _____

Date _____

Directions: Respond to the following questions and statements.

1. I am able to ride a bicycle. Yes ____ No ____
2. T-CLOCS refers to:
 - a. A pre-ride inspection routine.
 - b. An engine pre-start routine.
 - c. Steps to mount and dismount a motorcycle.
 - d. Having 360-degrees of visual awareness. Answer ____
3. FINE-C refers to:
 - a. A pre-ride inspection routine.
 - b. An engine pre-start routine.
 - c. Steps to mount and dismount a motorcycle.
 - d. Performing maintenance checks before each ride. Answer ____
4. The benefits of proper riding gear include:
 - a. Protection, visibility, and style.
 - b. Protection, comfort, and visibility.
 - c. Fashion and protection.
 - d. Color coordinating with a motorcycle. Answer ____
5. Which is true about a motorcycle helmet?
 - a. There are no standards for motorcycle helmet construction.
 - b. It makes it harder to see and hear important factors in traffic.
 - c. It helps prevent injury from the number one cause of crash deaths.
 - d. A bicycle helmet is just as good. Answer ____
6. When you squeeze the clutch lever:
 - a. Engine power is removed from the rear wheel.
 - b. You cause the motorcycle to speed up.
 - c. You cause the motorcycle to change gears.
 - d. The engine is likely to stall. Answer ____
7. When stopping, squaring the bars keeps the motorcycle upright and easier to hold up. Yes ____ No ____
8. From the image below, place the number of the control in the space provided.



- Shift lever ____
 Rear brake pedal ____
 Throttle ____
 Front brake lever ____
 Clutch lever ____

Rate yourself on the following items (1 is low, 10 is high)

Item	Rating before class begins	Rating after class class complete
Motorcyclist knowledge		
Motorcyclist skill		
Perceptual ability in traffic		
Degree of cooperation in traffic		
Likelihood of being in a crash		
Emotional commitment to safe riding		

As you're thinking about this, please get ready to introduce yourself.

- Name
- Where you're from
- Riding Experience, if any (even if only passenger)
- Reason for taking the course (maybe your goal or expectation)
- Dream Bike



Wisconsin Select Topics

Purpose: To cover Wisconsin Select Topics required by **Trans 129** and **WMSP**.

Instructions:

- *USE Wisconsin Motorcyclist's Handbook*
- <https://wisconsin.gov/Documents/dmv/shared/bds110-mc-manual.pdf>

Motorcycle Operation in Wisconsin:

- When is a helmet required in Wisconsin?
- What other riding gear is required in Wisconsin?
- What are the requirements for a child as a passenger on a motorcycle?
- Traffic actuated signals – What can a motorcyclist do legally?

Farm Safety/Rural Driving:

- What hazards are posed by farm machinery while being operated on the roadway?
- What hazards are posed by animals on the highway?

Remember...Motorcycling is a life-long learning experience!

Next Steps: After successful class completion, goto DMV and pass written test.

You have a 364 days to get this done. Waiver expires in 1 year.

Buy a motorcycle, sign up for additional classes. Practice with a purpose. The BRC gets you started on the right track, it's up to you seek out further education.