

NYSMSP MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION rev. 03/09

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. Participants under 18 years of age must have this form signed by a parent or guardian.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of _____, the State of New York, the New York State Motorcycle Safety Program, the New York State Department of Motor Vehicles, the Motorcycle Safety Foundation, the owner of the training motorcycle, and the owner of the land upon which training occurs, 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 OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (c) these risks and dangers may be caused by the negligence of the Safety Course Providers; the 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 representatives 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 representatives 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 Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED SAFETY COURSE PROVIDERS 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 questions about the above waiver and release and I understand its terms and meaning.

(Participant Name – Please Print)

(Participant Signature)

(Date)

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

(Relationship)

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

In consideration of _____, the Motorcycle Safety Foundation, the owner of the training motorcycle, and the owner of the land upon which training occurs, 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 I AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE. I have had the opportunity to ask any questions about the indemnification and hold harmless section and I understand its terms and meaning.

(Participant Name – Please Print)

(Participant Signature)

(Date)

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

(Relationship)