

176 Main Street, PO Box 586 Richfield Springs, NY 13439 **315-858-3321** phone 315-858-9612 fax www.gomotorcycling.net

Thank you for enrolling in a Basic *RiderCourse* with Go Motorcycling, Inc.!

Please read this entire document as soon as possible so you are familiar with the requirements of your *RiderCourse* and can round up any materials (riding gear/personal items) you may need in time for your class. It is important that you come to class *Ready to Ride*!

Go to:

Mohawk Valley Community College, 1101 Sherman Drive, Utica New York 13501. Park in the Academic Building (AB) lot. A map and directions follow later in this document.

All classes will start in the classroom: Academic Building Room 128 or 126. You will be notified if there is a change in room assignment. You do not need to bring your riding gear into the classroom. You will receive a separate email with details on how to access the MSF eCourse. Your eCourse completion certificate is only valid for 30 days, so be sure to take the course within the 30 days prior to your BRC class.

"TO DO" CHECKLIST:

- **Bring a copy of your** *eCourse* certificate to class with you; a photo/screenshot will do.
- **Bring your driver's license** to class with you. It must be valid during your course.
- Bring a **copy** of your NYS driver's license.
- □ Review the NYSMSP and Covid Release, Waiver and Indemnification Forms found later in this document. Be prepared to sign the forms when you arrive at class.
- □ Students **under age 18** will need the *notarized* signature of a parent or guardian on the **Release**, **Waiver & Indemnification** forms. Instructions and forms below.
- □ Bring a pen or pencil.
- Be prepared with proper riding gear, as outlined below.
- □ Please review the MVCC Regulations, below.
- Delease review the attached Health and Wellness Protocol for Training Activities
- **BE ON TIME!** Plan to arrive at least 15 minutes before your scheduled start time.
- □ Bring a folding chair (in case we do "outdoor classroom" and for breaks on the range).
- You are stroingly encouraged to bring your own DOT approved helmet and eye protection.

<u>RIDING GEAR</u>: All students must have proper riding gear. Your gear need not be motorcycle-specific, but should include sturdy, low-heeled, over-the-ankle footwear (like a work boot or hiking boot – no sneakers!), a long-sleeved shirt or jacket, sturdy long pants/jeans (no yoga pants or holes in the knees, please!), full-fingered gloves and, if necessary, raingear. Check the weather and dress for comfort. **Go Motorcycling, Inc.** will supply the motorcycles, helmets, eye protection and all course materials. (You are encouraged to supply your own DOT approved helmet and eye protection.)

SCHEDULING: If your class has an evening session, it will be spent in the classroom and you will not need your riding gear. Daytime sessions will likely include both classroom and riding activities, so be prepared for classroom *and* riding sessions on each day of your class. It would be unusual for the course to run beyond the posted times, but please allow time in your personal schedule to accommodate later finishes caused by inclement weather or other circumstances.

Attendance is mandatory and you must complete your course as scheduled. There will be no make-up sessions or refunds given. Failure to attend, failure to be prepared to ride (for whatever reason), or lateness resulting in missed classroom or riding sessions will result in your dismissal from the class. There will be no exceptions. Your placement in the course is non-transferable. Please see below for cancellation details.

LUNCH: Classes running on a split session (evening classroom and either two morning or two afternoon riding sessions) will not have a lunch break. Please bring a snack to tide you over until a late lunch/dinner. Classes that run for the full day will have a lunch break. For convenience, it is suggested that you bring your lunch. There are pizza, sandwich and fast food shops nearby. Be sure to bring snacks and plenty of fluids to drink.

BE COMFORTABLE: Our outdoor classroom is a parking lot! You might want to bring sunscreen, a hat, a lawn chair for breaks and a change of clothes for the classroom. Did we mention you should bring snacks and plenty of fluids to drink?

<u>BE PREPARED</u>: Learning to ride a motorcycle is a mental and physical task that requires you to be alert. Please make sure that you are well-rested and free of impairment and/or distraction for each of your course days. Get a good night's sleep.

<u>BE PUNCTUAL</u>: Please arrive at least 15 minutes before your scheduled course time.

<u>RAIN</u>: Be prepared to ride rain or shine. For your own comfort, if rain is forecast, please bring rain gear! If you don't already own rain gear (for motorcycling or any other activity) an inexpensive rain suit (no ponchos) will do. Come to class rain or shine. Your RiderCoaches will determine that day whether the conditions preclude riding.

LICENSING: In order to successfully complete the course and be eligible for New York State licensing benefits you must meet the following requirements:

- You must have a valid NYS car driver's license.
- You must attend all classroom and riding sessions.
- You must pass a 20-question, multiple-choice exam.
- You must pass the riding-skills evaluation.
- You do not need a motorcycle learner's permit to take the BRC, but you will need to obtain a permit in order to apply the road test waiver.

When you pass the course, you will receive a NYSMSP BRC completion card. This is not your license!! To obtain your motorcycle license, bring your completion card to the Department of Motor Vehicles along with your motorcycle learner's permit and driver's license. The DMV will amend your license to

include your motorcycle endorsement. For example, a Class "D" license will now read "DM". If you do not have your motorcycle learner's permit prior to your class, you will need to get one before you can apply the road test waiver. You can obtain your permit and amend your license in one visit to the DMV. You may also take your permit test online. Riders under age 18 will need to have held a motorcycle learner's permit for at least six months before the road test waiver can be applied. Until you receive your motorcycle endorsement, you do not have a motorcycle license!

There is no guarantee that a student will be successful in a *RiderCourse*. Students who are not successful on either the written or skills evaluations (as applicable) will be given an opportunity to retest at no charge. Re-tests must be taken within 30 days of your course completion date.

Any student that is unable to achieve the objectives of the range exercises within the allotted time, presents a hazard to him/herself or other students, or fails to abide by the course safety and instructional guidelines as set forth by the RiderCoaches will be counseled out of the class. If this should occur, you will forfeit the entire course fee. '

INSURANCE REDUCTION: Many insurance carriers honor the BRC for a reduced price on your motorcycle insurance premium. Please contact your carrier directly for information.

<u>CANCELLATIONS & RESCHEDULING</u>: Class sizes are small and the demand is high; if you sign up for a class, it is expected that you will attend. If something comes up and you need to cancel or reschedule your class, you should let us know as soon as possible to avoid costly penalties.

You may cancel your class on-line up to one full calendar day before your class start date. If you are canceling your class, a refund will be issued, less a processing fee as outlined below. It may take a few days for the refund to post to your account.

To reschedule, first cancel your existing class, and then re-enroll in your new class. (To cancel your class, click the "Enroll Now" tab at www.gomotorcycling.net and select the type of course you wish to change to gain entry to the Rider Enrollment System (RES). Select "Manage Registration" at the top right and enter your MSF Confirmation Code; follow the prompts to make your change. **IMPORTANT! If you reschedule to a different class you MUST cancel your existing class or you will be charged for both classes!**)

If you cancel your class seven (7) or more days before your class start date, you will be charged a \$20 processing fee.

If you cancel your class within seven (7) days of your scheduled course you will be charged a \$100 processing fee.

If you cancel your class within the calendar day before your class start date you will forfeit the entire course fee. For example: If your class starts on Saturday morning, we will need to receive your schedule change by midnight on Thursday (leaving one full calendar day, Friday, before your class start) to avoid being charged the full tuition amount. The ability to cancel your class on-line will terminate at midnight one full calendar day prior to your course start date.

If an emergency comes up and you need to cancel on the day prior to your class start, please notify us by telephone, 315-858-3321. If we are able to find a last-minute new-student enrollment to fill your vacated spot, we will reduce the BRC cancellation processing fee to \$100.

Your course application is non-transferable.

There is a possibility that your class could be canceled due to insufficient enrollment or other circumstances beyond our control. If this should occur, you will be offered an opportunity to reschedule.

If you would be interested and available to move to an earlier course date than the one for which you are scheduled...

a) Check back on our website periodically; additional classes may be added and/or cancellations by other students may create an earlier opening. If you reschedule to a different class you MUST cancel your existing class or you will be charged for both classes! To reschedule, simply enroll in the new class date. Remember, if you change your course date, you MUST cancel your existing class date. To cancel your class, click the red "sign-up" button at www.gomotorcycling.net and select the type of course you wish to change to gain entry to the Rider Enrollment System (RES). Select "Manage Registration" at the top right and enter your MSF Confirmation Code); follow the prompts to make your change. A \$20 cancellation fee will apply. NOTE: If your class starts within the next 7 days and you want to move to an even earlier available course date, please phone the office to reschedule, as the on-line enrollment system will charge a larger fee.

b) If you would like to be considered for last minute fill-ins (within 24 hours of a class start date/time), please email us with your preferences. You might specify a particular date that you desire or a general interest in an earlier date - please specify if you are available weekends or weekdays – and we will put you on the cancellation list.

Scroll down for more...

MVCC Campus Regulations Prohibit...

- Any crime or threat of crime against an individual because of race, color, national origin, ancestry, gender, age, disability, religion or religious practice or sexual orientation.
- The use of tobacco products on campus.
- Dishonesty including cheating, plagiarism, forgery, furnishing false information, stealing.
- Obstruction, disruption or prevention of orderly classes, meetings, and other College activities.
- Damage to or unauthorized use of private or College property.
- Unauthorized presence in College facilities.
- Intimidation, harassment, physical harm, or threat to anyone at the College.
- Use of social media or other technology to defame, trespass, assault, or inflict emotional distress upon another person or that is otherwise illegal (cyber-harassment, sexting).
- Recording, broadcasting, streaming or otherwise sharing private information without authorization of all the involved parties.
- Abusive, obscene, indecent, or lewd conduct.
- Use, possession, distribution, or sale of controlled substances or paraphernalia commonly used with illegal substances, at the College.
- Use, possession, distribution, or sale of alcoholic beverages except when authorized by appropriate College administrators.
- Use or possession of firearms, explosives, and noxious chemicals or other items at the College that could be considered a weapon except where authorized.
- Failure to comply with reasonable instructions from authorized College personnel.
- Claiming to speak or act in the name of the College without authorization.
- Any action which threatens the mental, psychological, or physical health of another person at the College including those actions for the sole purpose of initiation into or affiliation with any organization (hazing).
- Violations of other college regulations and policies.

Failure to abide by MVCC Campus regulations may result in your dismissal from the RiderCourse and/or judicial action.

RELEASE, WAIVER and INDEMINIFICATION FORMS

If you are over age 18...

Thoughtfully review the contents of the NYSMSP AND Covid-19 Release, Waiver and Indemnification forms on the following pages. You will be provided with forms to sign when you arrive at class. Your signature is required in order to participate.

Students under age 18...

...must have a parent or guardian's signature on both the New York State Motorcycle Safety Program and the Covid Release, Waiver and Indemnification forms.

The parent or guardian can accompany the student to class and sign the forms in the presence of the RiderCoach with proper identification (photo ID), or the student may bring the pre-signed forms to class so long as the parent's signatures are notarized.

- Please print the BOTH forms from the following pages or from the link in your confirmation email cover page. Thoughtfully review the contents prior to signing before a notary.
- If you will be signing at class, the student/parent you should review the forms prior to class. You will be provided with forms to sign upon your arrival. Your signatures are required in order to participate.

MSF LIABILITY WAIVER AND GENERAL RELEASE RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious. The state of medical knowledge is cvolving, but the virus is believed to spread from person-toperson contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

The Motorcycle Safety Foundation, Inc. ("MSF"), the training sponsor, the owner of the training motorcycle and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in a motorcycle safety training course, other MSF-related training activities, or utilizing the Released Parties' services or premises (collectively, "Training Activities"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Training Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

<u>ASSUMPTION OF RISK</u>: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in Training Activities. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Training Activities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in Training Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

<u>OTHER TERMS</u>: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which Training Activities are conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature:

Date:

Name (printed):

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature:

Date:

Name (printed):

Rev. 03/04/21

SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT 164. 01/22

In consideration for the Motorcycle Safety Foundation, Inc. ("MSF"), the entity sponsoring the training (<u>Go Motorcycling, Inc.</u>), 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



Health and Wellness Protocol for Training Activities

The following rules are intended to protect the health of our MSF training community and the students we serve, and to decrease the spread of communicable diseases including COVID-19.

These rules apply to <u>everyone</u> present at in-person training activities, including all MSF RiderCoaches, RERP training site personnel and students.

You must be in good health to participate in training activities. Range exercises can be strenuous and require physical stamina, motor coordination and mental alertness. Anyone not feeling well or exhibiting any sign/symptom of illness must not participate in classroom or range exercises, and must leave the training site immediately.

Self-Screening

At the start of every training day, you must self-screen for COVID-19 symptoms. People with COVID-19 may have a wide range of symptoms, including:

- Fever or chills
- Cough
- Shortness of breath or difficulty breather
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Source: Centers for Disease Control and Prevention. Symptoms of COVID-19

Stay away from the training site, consult a health care provider and get tested if you have any symptoms or are not feeling well.

From the East or West

- 1. Take the New York State Thruway to Exit 31 (Utica).
- 2. After the toll booth, follow Route 790 to the North/South Arterial (Route 12).
- 3. Take Route 12 South to the Burrstone Road exit.
- 4. At the end of the exit ramp, turn right onto Burrstone Road.
- 5. Stay in the right lane on Burrstone Road and continue across Genesee Street.
- 6. You will be on Memorial Parkway East.
- 7. Follow Memorial Parkway approximately 3 miles.
- 8. At the intersection of Sherman Drive and Memorial Parkway, turn left.
- 9. MVCC will be on your right.
- 10. Turn right at the second traffic light into the Academic Building parking lot.

From the North

- 1. Follow Route 12 South into Utica.
- 2. Get off at the Burrstone Road exit.
- 3. At the end of the exit ramp, turn right onto Burrstone Road.
- 4. Stay in the right lane on Burrstone Road and continue across Genesee Street.
- 5. You will be on Memorial Parkway East.
- 6. Follow Memorial Parkway approximately 3 miles.
- 7. At the intersection of Sherman Drive and Memorial Parkway, turn left.
- 8. MVCC will be on your right.
- 9. Turn right at the second traffic light into the Academic Building parking lot.

From the South

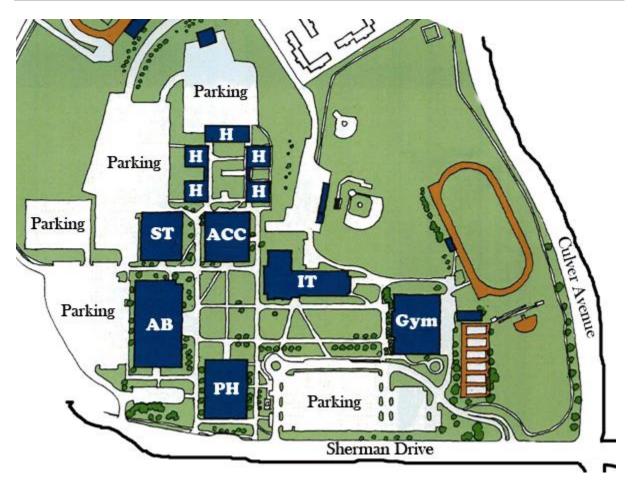
- 1. Follow Route 12 North into Utica.
- 2. From the Southeast take Route 8 North to Route 12 North
- 3. From the Southwest take Route 12 North
- 4. Get off at the Burrstone Road exit.
- 5. At the end of the exit ramp, turn right onto Burrstone Road.
- 6. Stay in the right lane on Burrstone Road and continue across Genesee Street.
- 7. You will be on Memorial Parkway East.
- 8. Follow Memorial Parkway approximately 3 miles.
- 9. At the intersection of Sherman Drive and Memorial Parkway, turn left.
- 10. MVCC will be on your right.
- 11. Turn right at the second traffic light into the Academic Building parking lot.

The classrooms are in the Academic Building (AB), usually room 126 or 128.

The Main Range is located in the A2 Lot near the ST Building

The Gym Range (not pictured), is located above the Gym on the map.

Utica Campus Map



Utica Campus Legend

AB - Academic Building ACC - Alumni College Center Gym - Gymnasium H - Residence Halls IT - Information Technology Building/Theater PH - Payne Hall ST - Science and Technology Building

Interactive Campus Map: <u>https://map.concept3d.com/?id=1052#!sbc/?ct/20950</u>

Directions link to Google Maps:

https://www.google.com/maps/dir//1101+Sherman+Dr,+Utica,+NY+13501/@43.077007,-75.2204057,17z/data=!4m8!4m7!1m0!1m5!1m1!1s0x89d946eca39bc113:0xc3f7691b6f4250 35!2m2!1d-75.218217!2d43.077007