



CALIFORNIA MOTORCYCLIST SAFETY PROGRAM COURSE WAIVER AND INDEMNIFICATION

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.

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

In consideration of Bay Area Motorcycle Training, the State of California, California Motorcyclist Safety Program, Total Control Training, Inc., its sponsors, its supporters, its affiliates, its lessors, its training locations, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including each of their members, employees, officers, instructors and/or agents (the "Motorcycle Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Rider Education 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 negligence of the Motorcycle Course Providers; the negligence of others, including other Motorcycle Rider Education 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 Motorcycle Course Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Motorcycle Course Providers, or any other person. If I have brought a motorcycle to use in the Motorcycle Rider Education Course, I also agree that this release applies to any damage that occurs to it during the Motorcycle Rider Education Class.

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 Rider Education Course activities;

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 Motorcycle 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 Motorcycle Course Providers' negligence.

If I have brought a motorcycle/scooter to use in the Motorcycle Rider Education Course, I also agree that this release applies to any damage that occurs to it during the Motorcycle Rider Education Course.

I HAVE READ THIS WAIVER AND RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED MOTORCYCLE 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

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

In consideration of Bay Area Motorcycle Training, Total Control Training, Inc., its sponsors, its supporters, its affiliates, its lessors, its training locations, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including their members, employees, officers, instructors and/or agents (the "Motorcycle Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Rider Education Course, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Motorcycle 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 Rider Education Course activities, including claims arising from the Motorcycle Course Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ABOVE-NAMED MOTORCYCLE COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE RIDER EDUCATION 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
Rev 3/15

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

Relationship

[redacted] I understand all the required gear I am responsible for in order to be able to ride on the range. I understand I will be dropped from the course if I do not meet this requirement.

[redacted] I understand that if I am late for any session or break, I will not be allowed to continue the course

[redacted] I understand that if I do not abide by the above, my course fees will NOT be refunded under any circumstances and I will have to pay additional fees to continue the course in the future

Waiver and General Release of Liability 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 evolving, but the virus is believed to spread from person-to-person 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.

Bay Area Motorcycle Training Inc., the California Motorcyclist Safety Program, the State of California, Total Control Training Inc, 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 this Motorcycle Rider Education Course or utilizing the Released Parties' services or premises (collectively, the "Course"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in the Course, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood 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 the Course. 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 the Course.

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 the Course. 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.

OTHER TERMS: 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 of California; (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:

[redacted]
PRINT NAME EMAIL

[redacted]
SIGNATURE DATE OF BIRTH DATE

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.

[redacted]
PRINT NAME EMAIL

[redacted]
SIGNATURE DATE OF BIRTH DATE