

T.E.A.M. Arizona Motorcyclist Training Centers  
ACKNOWLEDGEMENT OF DANGER, CONDITIONS, AND RELEASE OF LIABILITY

**This form must be completed, signed and given to your instructor prior to your beginning on-cycle instruction. FULLY read ALL statements before signing. Participants under the age of 18 must have the signed approval of a parent or guardian to participate in this course.**

I understand that participation in this course requires physical stamina, motor coordination, and mental alertness. I have no physical or mental limitations, I have not used alcohol, prescription or non-prescription drugs, or other substances which could impair my ability to participate in this course. I am currently able to ride a pedal bicycle.

\_\_\_\_\_ initial

I understand that operating a motorcycle, even in a class environment on a closed course, exposes me to significant risk. I understand that it is not possible for T.E.A.M. Arizona to eliminate the risks involved with riding a motorcycle in this course. I understand that I could be severely injured or killed while participating in this class.

\_\_\_\_\_ initial

I understand that there is no guarantee that I will successfully complete this course. I understand that I may be prohibited from participating in any portion of this course, or completing this course, because of a failure to meet course progress guidelines, repeated failure to respond to coaching by the RiderCoaches or Instructors, or because of safety reasons. This decision rests solely with the discretion of the course Coaches.

\_\_\_\_\_ initial

If at any time I decide to discontinue participation in the course or, if at any time a RiderCoach or Instructor terminates my continued participation in the course, for safety reasons, for failure to meet MSF course evaluation guidelines, or repeated failure to respond to coaching by the RiderCoaches or Instructors, their decision is final and T.E.A.M. Arizona will be under no obligation to refund any portion of any course fees that I have paid. Any further training provided to me by T.E.A.M. Arizona to complete the course, or any remedial training I require will always incur additional fees.

\_\_\_\_\_ initial

**Basic RiderCourse Participants:** I understand that not everyone is ready to ride. Although the Basic RiderCourse is specifically designed for a novice rider, and will be taught at an appropriate pace and difficulty level for the average person, I understand that I may not be successful in learning to ride a motorcycle during the course in which I am enrolled. I understand that if I require instructional accommodations beyond the scope of the standard BRC curriculum I may not be allowed to continue participation in the riding portion of the course. Any remedial training I require will always incur additional fees.

\_\_\_\_\_ initial

I, on behalf of myself, and my heirs and my personal representatives, hereby voluntarily release, waive, and discharge, R.A.M. Inc, T.E.A.M. Arizona Motorcyclist Training Centers, all contracted hosts, sponsors, agents or representatives, independent contractors, and all course participants of, and agree to hold each of them harmless from, any and all claims (including without limitation claims for consequential and punitive damages), actions and causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise that arise directly or indirectly out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Rider Education Class activities.

**I HAVE COMPLETELY READ THE ABOVE WAIVER OF RELEASE AND BY SIGNING IT AGREE WITH ALL STATEMENTS**

PRINTED FULL NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ DATE \_\_\_\_\_  
(as it appears on Driver's License)

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

IF LESS THAN 18 YEARS OLD, SIGNATURE OF PARENT OR GUARDIAN (proof required). IF JOINT CUSTODY AND NOT LIVING TOGETHER, BOTH PARENTS MUST SIGN. MUST BE NOTARIZED OR SIGNED IN THE PRESENCE OF THE INSTRUCTOR.

SIGNATURE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ DATE \_\_\_\_\_

# MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION

rev. 08/08

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 T.E.A.M. Arizona Motorcyclist Training Centers, 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 IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED SAFETY COURSE PROVIDERS FROM LIABILITY FOR PERSON-AL 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)

IF LESS THAN 18 YEARS OLD, SIGNATURE OF PARENT OR GUARDIAN (proof required). IF JOINT CUSTODY AND NOT LIVING TOGETHER, BOTH PARENTS MUST SIGN. MUST BE NOTARIZED OR SIGNED IN THE PRESENCE OF THE INSTRUCTOR.

SIGNATURE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ DATE \_\_\_\_\_

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

In consideration of T.E.A.M. Arizona Motorcyclist Training Centers, 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 IT IS MY INTENTION 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)

IF LESS THAN 18 YEARS OLD, SIGNATURE OF PARENT OR GUARDIAN (proof required). IF JOINT CUSTODY AND NOT LIVING TOGETHER, BOTH PARENTS MUST SIGN. MUST BE NOTARIZED OR SIGNED IN THE PRESENCE OF THE INSTRUCTOR.

SIGNATURE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ DATE \_\_\_\_\_

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