

PLEASE PRINT, COMPLETE, SIGN, AND BRING TO CLASS

**You will not be allowed to participate without this waiver. Must be turned in first night of class.
MSF eCourse Certificate of Completion by morning of last class day.**

Individuals with disabilities requiring accommodations to participate in the Motorcycle Rider Course must call (231) 591-5819 at least 15 days prior to the course.

Name on License: _____ MI Driver's License # _____
PRINT NAME

✓ _____ Date of Birth _____ Age: _____
SIGNATURE (Rider's) Date (mm/dd/yy)

✓ _____
SIGNATURE OF PARENT OR GUARDIAN If Rider is less than 18 years old Date

Address: _____

City _____ State _____ ZIP _____

Phone: _____ Email _____

OPTIONAL-Medical Insurance _____ G/N: _____ P/N: _____
Group Number Policy Number

Name of Policy Holder: _____ Emergency Phone _____

Fee is non-refundable

I must attend all sessions and pass both a written and a riding skill test to successfully complete the course. If I have significant difficulty or become a risk to myself or others, the RiderCoaches will have the right to remove me from the class. No refunds will be given if this occurs or for any other reason.

The motorcycle safety education courses offered by this agency are conducted with state funds from a motorcycle safety grant administered by the Michigan Department of State.

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

IF THE PARTICIPANT IS LESS THAN 18 YEARS OF AGE, BOTH PARENTS OR LEGAL GUARDIAN(S) MUST ALSO READ AND SIGN THIS RELEASE FORM

This is a legally binding Assumption of Risk and Release, Waiver, Discharge, Indemnity and Covenant Not to Sue (referred to as the "Release") executed by _____, whose address is _____, to Ferris State University, 1020 Maple Street, Suite 101, Big Rapids, Michigan 49307 (referred to as the "University").

- 1.0 I, the undersigned, desire to participate in the Motorcycle Rider Course (hereinafter "Activity"). I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in any transportation to and from the Activity, and in any independent research or activities I undertake as an adjunct to the Activity, which dangers include but are not limited to injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability, and which also could include serious or even mortal injuries and property damage (referred to as the "dangers and risks"). I further attest that I have fully considered the aforementioned dangers and risks, and relying on my own judgment, I have voluntarily chosen to participate and assume all such dangers and risks.
- 3.0 Knowing the dangers and risks of the Activity, and in consideration of being permitted to participate in the Activity, I, on behalf of myself, my spouse, family, heirs, administrator(s), personal representative(s), and assigns agree to assume all the risks and responsibilities surrounding my participation in the Activity, and release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting as employees and/or volunteers (referred to as the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any

property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while I am in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

- 3.1 I understand and agree that Releasees may not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- 4.0 It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my spouse, family, estate, heirs, administrator(s), personal representative(s), or assigns arising out of my participation in the Activity.
- 5.0 I state that there are no health-related reasons or problems which preclude or restrict my participation in this Activity (other than those restrictions which have been previously disclosed pursuant to a previous request for reasonable accommodations for this Activity), and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.
- 6.0 I agree that this Release shall be construed in accordance with the laws of the State of Michigan, which shall be the forum for any disputes or lawsuits arising from or incident to this Release. If any term or provision of this Release shall for any reason be held invalid, illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby, but shall continue in full legal force and effect.

CAUTION: READ BEFORE SIGNING

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE TERMS OF THIS COMPREHENSIVE "ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE, INDEMNITY AND COVENANT NOT TO SUE FOR MOTORCYCLE RIDER COURSE"; THAT I UNDERSTAND ITS CONTENTS AND CONSEQUENCES; THAT THE ONLY PROMISES MADE TO ME TO SIGN THIS COMPREHENSIVE RELEASE ARE THOSE STATED HEREIN; THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO REVIEW THIS RELEASE; AND THAT I AM SIGNING IT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERSION, AND WITH THE FULL INTENT OF BEING BOUND BY ITS TERMS.

PARTICIPANT:

WITNESS:

✓ 

✓ 

(Signature)

(Signature)

Date: _____

Date: _____

(Printed Name)

(Printed Name)

IF THE STUDENT IS LESS THAN 18 YEARS OF AGE, BOTH PARENTS OR LEGAL GUARDIAN(S) MUST ALSO READ AND SIGN THIS RELEASE FORM

CAUTION: READ BEFORE SIGNING

I (A) AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE PARTICIPANT (B) HAVE READ THE FOREGOING RELEASE (INCLUDING SUCH PARTS AS MAY SUBJECT ME TO PERSONAL FINANCIAL RESPONSIBILITY), (C) AM AND WILL BE LEGALLY RESPONSIBLE FOR THE OBLIGATIONS AND ACTS OF THE PARTICIPANT AS DESCRIBED IN THIS RELEASE, AND (D) AGREE, FOR MYSELF, FOR THE PARTICIPANT, FOR PARTICIPANT'S FAMILY, ESTATE, HEIRS, ADMINISTRATOR(S), PERSONAL REPRESENTATIVE(S), OR ASSIGNS, IF PARTICIPANT IS DECEASED, TO BE BOUND BY ITS TERMS.

PARENT OR LEGAL GUARDIAN

PARENT OR LEGAL GUARDIAN

Signature: ✓  Date: _____

Signature: ✓  Date: _____

Relationship to Participant: _____

Relationship to Participant: _____

Printed Name: _____

Printed Name: _____

MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION AGREEMENT rev. 11/18

In consideration for Ferris State University, the Motorcycle Safety Foundation ("MSF"), the training sponsor, the owner of the training motorcycle, and the owner of the premises upon which training occurs, including each of their members, employees, officers, RiderCoaches and/or agents (the "Safety Course Providers"), permitting the undersigned to participate in the Motorcycle Safety Course and furnishing related services, equipment, and/or curriculum, the undersigned agrees to all of the following:

Participation in this 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, prescription or non-prescription drugs that could impair my performance in this course. **Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or 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 Motorcycle Safety Course is 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.

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

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 or 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 knowingly and voluntarily 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 or helmet to use in the Safety Course, I also agree that this release applies to any damage that occurs to my motorcycle or helmet during the Safety Course.

I agree and understand 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 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 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.

(Participant Name – Please Print)

(License or ID# and State)

(Participant Signature)

(Date)

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

(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 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 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.

(Participant Name – Please Print)

(Participant Signature)

(Date)

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

(Relationship)

(License or ID# and State)