

Motorcycle Safety Course Waiver Form

You must complete this form and sign it prior to the beginning of this course. NOTE - students under the age of 18 must have the signed approval of a parent or legal guardian to attend this course.

READ CAREFULLY! RELEASE, WAIVER AND INDEMNIFICATION / LIABILITY

- 1.** The undersigned student and his/her parent or legal guardian (if under the age of 18 years) does hereby execute this release, waiver and indemnification for his/herself and his/her heirs, successors, representatives and assigns; and hereby agrees and represents as follows:
To release the (insert name of SPONSOR) _____ **(hereafter referred to as "The Sponsor")** its members, employees, agents, representatives and those governmental agencies and other organizations affiliated with this course including but not limited to the Motorcycle Safety Foundation (MSF), South Carolina Ride Education (SCRE), its members, employees, agents and representatives, from any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the motorcycle training course referred to above, it being specifically understood that said course includes the operation and use by the undersigned participant and others of motorcycles.
- 2.** The undersigned further agrees to indemnify **The Sponsor** its employees, members, agents, representatives and those governmental agencies and other organizations affiliated with this course including but not limited to the Motorcycle Safety Foundation, South Carolina Rider Education, its members, employees, agents and representatives, and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said course. This indemnification shall include attorney's fees incurred in defending against any claim or judgment and incurred in negotiating any settlement. It is understood and agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.
- 3.** The undersigned understands that participation in this course requires physical stamina, motor coordination and mental alertness and hereby assumes full responsibility for and risk of bodily injury, death or property damage due to his/her negligence while participating in the above course. The undersigned expressly acknowledges and agrees that motorcycle activities are dangerous and involve the risk of serious injury and/or death and/or property damage and they are willfully accepting these risks. The undersigned does hereby attest 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. If the undersigned is taking any medication (including over-the-counter drugs i.e. cold pills) or has any medical problems, it is their responsibility to inform the Instructor prior to continuing with the class. Space has been provided on the reverse side for you to provide the Instructor with this medical information.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS, I HAVE VOLUNTARILY SIGNED THE SAME ON MY OWN FREE WILL. I further agree that no oral representations, statements or inducements apart from the forgoing written agreement have been made.

Student's Signature _____ Date _____

Parent or legal guardian's Signature _____
(If student under age 18)

Print name of parent or legal guardian _____

Relationship to student _____ Date _____

Instructor's Signature _____ Date: _____