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 Sierra College State of California, California Motorcyclist Safety Program, Total Control Training, Inc., its owners, 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:**

Initials _____ 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.

Initials _____ 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.

Initials _____ 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.

Initials _____ **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 fully understand and acknowledge this waiver and release section extends to the provisions of California Civil Code §1542, and to the similar laws of other states, military reservations, federal government, and/or jurisdictions where the Motorcycle Rider Education Course is offered, and consciously waive and release all unknown claims that may be later discovered. I have had the opportunity to ask any questions about the above waiver and release section, and I understand its purpose, terms, and meaning. 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—First, Middle, Last	License or ID# and State	Participant Signature

Date: MM/DD/YYYY	Signature of parent or legal guardian if less than 18 years old	License or ID# and State	Relationship

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

Initials _____ In consideration of Sierra College, State of California, California Motorcyclist Safety Program, Total Control Training, Inc., its owners, 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:**

Initials _____ 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.

Initials _____ **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 fully understand and acknowledge this waiver and release section extends to the provisions of California Civil Code §1542, and to the similar laws of other states, military reservations, federal government, and/or jurisdictions where the Motorcycle Rider Education Course is offered, and consciously waive and release all unknown claims that may be later discovered. I have had the opportunity to ask any questions about the above waiver and release section, and I understand its purpose, terms, and meaning. I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

Initials _____ I have had the opportunity to ask any questions about the indemnification and hold harmless section. I understand its purpose, terms, and meaning. I understand the provisions of this waiver do not apply to situations where my actions or failure to follow instructions damage course equipment and/or the training motorcycle assigned to me, and in such circumstances, I am responsible for the cost of repair to any equipment, property and/or to the training motorcycle assigned to me that was damaged as a result of my actions or failure to follow instructions.

Participant Name—Please Print—First, Middle, Last	License or ID# and State	Participant Signature

Date: MM/DD/YYYY	Signature of parent or legal guardian if less than 18 years old	License or ID# and State	Relationship

Please provide a drivers license or photo ID to verify person and relationship. _____ (Instructor initial) Phone # _____

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