

# MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION

Both sections of this form must be completed and signed prior to your first class. Your instructor will collect it during the first session. If you are under 18 years of age you must bring this form signed by your parent or guardian to the first day of class. If you fail to do so you will not be allowed to participate.

Participation in the 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.

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

In consideration of Texas R.I.D.E.R., the Texas Department of Public Safety, and the Motorcycle Safety Foundation, 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 and/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 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 TEXAS R.I.D.E.R. AND THE MOTORCYCLE SAFETY FOUNDATION 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 and all 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)

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

In consideration of Texas R.I.D.E.R., the Texas Department of Public Safety, and the Motorcycle Safety Foundation, 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 BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST TEXAS R.I.D.E.R. AND THE MOTORCYCLE SAFETY FOUNDATION ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.**

I have had the opportunity to ask any and all questions about the above indemnification and hold harmless agreement 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)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Driver License Number)

\_\_\_\_\_  
(State)



# TEXAS DEPARTMENT OF PUBLIC SAFETY

## Motorcycle Operator Training Program

### Student Information Form



I, \_\_\_\_\_, recognize and understand the risk involved in learning to ride, and riding a motorcycle, and I acknowledged that risk by signing the Motorcycle Safety Course Waiver Form. I understand that my performance will be evaluated and that I must satisfactorily complete each training phase before advancing to the next level. Should my instructor determine that I am a danger to my classmates, or myself, I will not be allowed to continue the course. I understand that this decision is for my safety and the safety of others and I will abide by the decision of my instructor. I acknowledge that if my lack of progress impedes or interferes with the class that I may not be allowed to continue the class. To receive the Motorcycle Operator Training Course Completion Card, I must demonstrate competent motorcycle operation by attaining acceptable scores on the skill evaluation and the knowledge test. Failure of the knowledge test or the on-cycle evaluation or not satisfactorily completing a phase of the course is considered a failure for the entire course.

**Refunds for persons failing or being dismissed from the course are at the discretion of the sponsor.**

All students are required to be on time for each class session. All students are expected to participate fully in each and every exercise and to follow the directions of the instructor. Tardiness, absence from any part of the course, or failure to follow the direction of the instructor may result in dismissal from the course.

**By signing this document, I hereby agree to follow the rules and regulations of the program and that all information provided by me is true and correct.**

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Your Name: \_\_\_\_\_  
(FIRST) (MI) (LAST)

Signature of parent or legal guardian: \_\_\_\_\_  
(Only if students are under 18 years old)

I elect to use my personal motorcycle or scooter for the Basic Motorcycle Operator Training Course. I accept full responsibility for any damages incurred as a result of its use during my participation in this course.

## CONSENT FOR MEDICAL TREATMENT OF A MINOR

If you have children, you should know that the Texas Family Code allows only certain people to consent to medical treatment for your children in your absence. These are:

1. a grandparent
2. an adult brother or sister
3. an adult aunt or uncle
4. an educational institution in which the child is enrolled, which has written authorization to consent to treatment
5. any adult who has care and control of the child and who has written authorization to consent to treatment
6. any court having custody of the child
7. any adult responsible for the care and control of a minor under the jurisdiction of a juvenile court or committed by a juvenile court to the care of an agency of the state or county, if the adult has reasonable grounds to believe that the minor is in need of immediate medical treatment

Item number 5 means that an instructor of an approved motorcycle operator training course must have written authorization to have your child treated in an emergency. The format for "Consent for Medical Treatment of a Minor" supplied here is taken from the Texas Family Code and should be considered adequate authorization by medical personnel.

If you desire, you may fill this out before you leave your child while he or she participates in this class. It will save time should medical treatment be needed.

I, \_\_\_\_\_, am the parent of the minor child, \_\_\_\_\_, and I hereby authorize **TEXAS R.I.D.E.R.** and/or \_\_\_\_\_ to consent to whatever emergency medical treatment they may deem necessary while said minor child is in their care, in accordance with Section 35.01 and 35.02 of the Texas Family Code.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date