



CMSP
California Motorcyclist
Safety Program
CALIFORNIAMOTORCYCLIST.COM

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

Northern California Motorcycle Training, Inc., its officers, directors, shareholders,

_____ In consideration of agents, employees, contractors, and subcontractors, _____, the State of California, California Motorcyclist Safety Program, Total
Initials Control Training, Inc., 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:**

_____ I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of
Initials 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.

_____ I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of
Initials motorcycles and motorcycle equipment and my participation in the Motorcycle Rider Education Course activities;

_____ 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
Initials 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.

_____ **I HAVE READ THIS WAIVER AND RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL
Initials 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 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

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

Relationship

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

Northern California Motorcycle Training, Inc., its officers, directors, shareholders,

_____ In consideration of agents, employees, contractors, and subcontractors, _____, Total Control Training, Inc., its sponsors, its supporters, its affiliates, its
Initials 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:**

_____ I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Motorcycle Course
Initials 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.

_____ **I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE IT IS MY INTENTION TO
Initials 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 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

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

Relationship