

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

DATE: _____

STUDENT'S NAME (Print): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TEL:(_____) _____ EMAIL: _____

CAL DRIVERS LICENSE NO: _____

SIGNATURE: _____

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I, _____ (Name of Student), enter into this Agreement with _____ and _____ (individually and together, the "Trainers") for the purpose of receiving instruction and training on basic motorcycle operation, which will be provided by the Trainers.

If this box is checked, Student using a motorcycle provided by Trainers.

If this box is checked, Student using a protective gear provided by Trainers.

RIDING A MOTORCYCLE, EVEN IN A CONTROLLED TRAINING SITUATION, IS A HAZARDOUS ACTIVITY WHICH CARRIES WITH IT THE RISK OF ACCIDENTS, INJURY AND EVEN DEATH. I UNDERSTAND THAT IF I USE A MOTORCYCLE OR OTHER EQUIPMENT PROVIDED BY THE TRAINERS THAT I AM ENTIRELY LIABLE FOR ANY DAMAGE TO THAT EQUIPMENT. *INITIAL HERE* _____

I HEREBY **RELEASE AND DISCHARGE** TRAINERS FROM **ANY AND ALL LIABILITY**, CLAIMS, DEMANDS, LOSS OF DAMAGE, OR CAUSES OF ACTION, THAT I, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, OR ASSIGNS MAY HEREAFTER HAVE FOR INJURIES, LOSS OF LIFE, DAMAGE TO, OR LOSS OF, PROPERTY, AND ALL OTHER FORMS OF DAMAGES ARISING FROM MY PARTICIPATION IN THE TRAINING ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LOSSES, INJURIES TO THE PERSON OR PROPERTY, OR DEATH OF THE UNDERSIGNED CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. *INITIAL HERE* _____

I understand and acknowledge that operation of a motorcycle, even in a controlled training situation and even when not on public roads, has inherent dangers that no amount of care, caution, instruction, inspection, or expertise can eliminate. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN THE MOTORCYCLE TRAINING WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. *INITIAL HERE* _____

I understand that, if I am operating a Motorcycle provided by the Trainers, or using equipment provided by the Trainers, I AM ENTIRELY RESPONSIBLE FOR ANY DAMAGE TO SUCH MOTORCYCLE, or equipment, which I may cause during the training activities, and I agree to provide to Trainers security, in the form of a deposit of \$ _____, payable in cash or otherwise as Trainers may determine in their sole discretion, to be applied against such damage, and refunded in the event no such damage is incurred. INITIAL HERE _____

I have voluntarily chosen to obtain motorcycle instruction training. If requested, I have provided Trainers with a copy of a permit issued by the California Department of Motor Vehicles (DMV) which allows me to practice on a motorcycle, subject to the terms and conditions of such permit. INITIAL HERE _____

I fully understand that Trainers are providing me with motorcycle instruction and training on a "BEST EFFORTS" basis and that they make no promise or commitment that after the instruction and training is completed that I will be qualified to obtain or will obtain a valid "M1" motorcycle operator's license. I am entirely responsible for acquiring and demonstrating the necessary skills as DMV may require before issuing such a license. INITIAL HERE _____

I understand that TRAINERS ALONE WILL DECIDE WHAT MOTORCYCLE ACTIVITIES WILL BE INCLUDED IN MY TRAINING and that I will respect their direction and use my best efforts to follow their instructions. I understand that TRAINERS MAY DISCONTINUE MY INSTRUCTION AND TRAINING AT ANY TIME should they determine, in their judgment, that it is not safe for me to continue, for any reason, including (for example) unsuitable weather conditions, concerns about the equipment, or lack of progress in accomplishing training objectives, unsafe riding, failure to follow instructions, or should Trainers otherwise determine that my actions present risk to my safety, the safety of others or to the Motorcycle or equipment they may provide. INITIAL HERE _____

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I RECOGNIZE THIS DOCUMENT IS A FULL AND COMPLETE RELEASE OF LIABILITY AND I AGREE TO BE BOUND BY ITS TERMS IN THEIR ENTIRETY.

SIGNATURE OF STUDENT: _____

DATE: _____