

NCMSEP - MOTORCYCLE SAFETY COURSE

GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT Revision 5/2023

Full Name: _____

Street Address: _____

City, State, Zip _____

Telephone: (____) _____ E-Mail: _____

Driver's License No. and State: _____ Birthdate: ____/____/____
MM DD YYYY

Do you have a motorcycle endorsement on your license? Yes _____ No _____ Do you have a Learner's Permit? _____

Both sections of this form must be completed and signed prior to your first class. Your instructor will collect it during the first session.

In consideration for The North Carolina Community College System, Lenoir Community College, the Sponsoring Community College, Motorcycle Safety Foundation, Inc. (MSF), the training sponsor, the owner of the training motorcycle and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this Motorcycle Safety Course (the "Course"), **the undersigned participant agrees to all of the following:**

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. **Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or the parent/guardian signature must be NOTARIZED. Failure to do so will prohibit participation.**

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of North Carolina; (b) I have been advised of and agree to waive, on behalf of myself, my personal representatives and my heirs, all rights and benefits flowing from any state statute that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein; (c) if any portion of this Agreement is held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (d) I have had the opportunity to read this entire Agreement and ask any questions about it, and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK & COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of motorcycles and motorcycling equipment ("Motorcycling Activities"); (b) my participation in the Course and Motorcycling activities 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, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and Motorcycle Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties, or any other person. If I have brought a motorcycle or helmet to use in the Course, this Agreement applies to any damage that occurs to or from my motorcycle or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from motorcycle riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW, I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant Name (Printed) – First, Middle, Last _____ License or ID# and State _____ Participant Signature _____ Date _____

Parent/Legal Guardian signature, if Participant under 18 years of age _____ Relationship _____ License or ID# and State _____ Date – MM/DD/YYYY _____

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for The North Carolina Community College System, Lenoir Community College, the Sponsoring Community College, Motorcycle Safety Foundation, Inc. (MSF), the training sponsor, the owner of the training motorcycle and premises upon which the training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this Motorcycle Safety Course (the "Course"), **the undersigned participant agrees to all of the following:**

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of motorcycles and motorcycle equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW, I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

I have had the opportunity to ask any and all questions about this indemnification and hold harmless section and I understand its terms and meaning.

Participant Name (Printed) – First, Middle, Last License or ID# and State Participant Signature Date

Parent/Legal Guardian signature, if Participant under 18 years of age Relationship License or ID# and State Date – MM/DD/YYYY

USING YOUR OWN MOTORCYCLE	
Motorcycle Insurance Information	
Make of Motorcycle _____	
Insurance Company _____	
Policy Number _____	
I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE TO MY PERSONAL MOTORCYCLE OR EQUIPMENT THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN A MOTORCYCLE SAFETY COURSE	
Signature _____	Date ____/____/____ MM DD YYYY

EMERGENCY CONTACT INFORMATION

Please list the names and phone numbers of two emergency contacts.

Name: _____ Phone No. _____

Name: _____ Phone No. _____