



**TEXAS DEPARTMENT OF PUBLIC SAFETY
Motorcycle Operator Training Program
Student Information**



Both sections of this form must be completed and signed prior to your first class. Your RiderCoach will collect it during the first session. Participants under 18 years of age must have this form signed by a parent or guardian in person at the training location or must be notarized. If you fail to do so, you will not be allowed to participate in the course.

Name: _____
(First) (MI) (Last)

Address: _____
(Street) (City) (Zip) (County)

Daytime Phone: (____) _____ Email: _____

Date of Birth: _____ Driver License Number: _____ State of: _____

Emergency Contact: _____
(Name) (Relationship) (Phone)

Today's presentation is being made with materials supplied by the Motorcycle Safety Foundation and the Texas Department of Public Safety as a public service. This does not imply any endorsement by MSF or the DPS of the sponsors or any other sponsors, supporting organizations, equipment, motorcycles or other materials involved in the presentation of a RiderCourse. Our aim is to expose you to ways to ride more safely. While we cannot and will not assume responsibility for the safe operation of your motorcycle, it is our hope that by presenting responsible viewpoints on safety we will expose riders and the general public to proper and prudent motorcycle operation. As a participant, you are responsible for your own learning - we cannot learn for you. **We're here to assist your learning, we cannot guarantee it or put it to use.**

I recognize and understand the risk involved in learning to ride, and riding a motorcycle, I acknowledge that risk by signing the Motorcycle Safety Course Waiver & Indemnification 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 a RiderCoach 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 the RiderCoach. 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; if applicable, 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.**

Check All That Apply

- I am **NOT** under the care of a physician, or taking medication, either of which may affect my ability to ride during this course.
- I am under the care of a physician, but I have made the decision that I am able to ride. I accept full responsibility for this decision.
- I am taking medication, but I have made the decision that I am able to ride. I accept full responsibility for this decision.

NOTE TO THE STUDENT: If you have physical limitations or are on medication, please be aware that the course is strenuous and physically demanding. If you have a heart condition, are prone to dizziness, or have a physical or mental condition which may adversely affect your performance, we advise against participating in the class. You are responsible for your own decision to participate. If your condition adversely affects your performance, our RiderCoaches will ask you to leave the class.

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 RiderCoach. Tardiness, absence from any part of the course, or failure to follow the direction of the RiderCoach may result in dismissal from the course.

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

Print Your Name: _____ Signature: _____ Date: _____

Signature of parent or legal guardian: _____
(Only if student is under 18 years old)

____ I request to use my personal motorcycle for the Motorcycle Operator Training Course and I accept responsibility for any damages incurred as a result.

SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT rev. 03/20

In consideration for _____, the 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 this form must be NOTARIZED.

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 in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement 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 RISKS 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 Motorcycling 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 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 – MM/DD/YYYY _____

Parent/Legal Guardian signature, if Participant under 18 yrs of age _____

Relationship _____

License or ID# and State _____

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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.

Participant Name (Printed) – First, Middle, Last _____

License or ID# and State _____

Participant Signature _____

Date – MM/DD/YYYY _____

Parent/Legal Guardian signature, if Participant under 18 yrs of age _____

Relationship _____

License or ID# and State _____