

# MINNESOTA MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION

All 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 this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no know 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 South Central College, Minnesota State College and University System (MnSCU), the State of Minnesota, Department of Public Safety (DPS), Office of Traffic 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 ("Course"), **I agree as follows:**

I fully understand and acknowledge that:

(a) there are **DANGERS AND RISKS 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 voluntarily participating in the Course and/or using the equipment, **I, individually and on behalf of my personal representatives, heirs, successors and assigns, hereby release and forever discharge the Safety Course Providers** from any and all damages, losses or injuries (including death), I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Course whether caused by the negligence of the Safety course Providers or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Safety Course Providers. 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, heirs, successors and assigns I am relinquishing any 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.

**II. THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of South Central College, MnSCU and the State of Minnesota, DPS, Office of Traffic 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 ("Course"), I agree as follows:

**I, individually, and on behalf of myself, my personal representatives, heirs, successors and assigns, 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, result from, occur during or are in any way connected with my use of motorcycles and motorcycle equipment or my participation in the Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

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**I AGREE THAT THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA, U.S.A.; AND THAT IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HEREOF SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I AGREE THAT THIS AGREEMENT IS TO BE CONSTRUED BROADLY TO PROVIDE A WAIVER RELEASE AND INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

**IN SIGNING THIS AGREEMENT I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ENTIRE AGREEMENT, THAT I UNDERSTAND ITS TERMS AND BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY. IN SIGNING THIS AGREEMENT I ALSO HEREBY ACKNOWLEDGE THAT I DO NOT HAVE ANY MEDICAL CONDITIONS AND I AM NOT TAKING ANY MEDICATIONS WHICH MAY IMPAIR MY ABILITY TO OPERATE A MOTOR VEHICLE.**

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| _____<br>STUDENT SIGNATURE                           | _____<br>AGE   | _____<br>DATE                               |
| _____<br>STUDENT PRINTED NAME                        | _____<br>SIGNATURE OF PARENT OR GUARDIAN<br><i>(If less than 18 years old)</i> |   |
| _____<br>EMERGENCY CONTACT NAME<br><i>(Required)</i> | _____<br>RELATIONSHIP<br>TO STUDENT  | _____<br>PHONE NUMBER FOR<br>CONTACT PERSON |

I understand that if I cause a behavior or discipline problem during the course, the instructor must dismiss me from the course. If dismissed from the course under this condition, I will not be eligible for a refund. Also, if I wish to complete the course at a later time, I must pre-register and pay the tuition for that course. A behavior or discipline problem is defined as any action which could result in me or any other student being put at risk and/or causing a distraction which reduces the opportunity for the other students to concentrate and learn.