



## Motorcycle Safety Course Waiver & Indemnification

This form must be read in its entirety, and, where indicated, 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 they (1), have no known physical or mental limitations, and (2), have not used any form of alcohol, prescription or non-prescription drugs that could impair their performance in this course.

### I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of *Des Moines Area Community College*, the Motorcycle Safety Foundation, Inc. ("MSF"), BRP US Inc., Bombardier Recreational Products Inc., 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: I fully understand and acknowledge 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 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 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 damage, including those caused solely or in part by the 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 Safety Course.
- (e) The DMACC motorcycle instructors reserve the right to counsel any student out of the course if deemed unsafe for themselves or other students. Being counseled out does not guarantee the student a refund of the course tuition.

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.

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

In consideration of *Des Moines Area Community College* 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, I agree as follows:

**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 RELEASE AGREEMENT AND BY SIGNING BELOW, I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE DES MOINES AREA COMMUNITY COLLEGE AND THE MOTORCYCLE SAFETY FOUNDATION FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING, I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST DES MOINES AREA COMMUNITY COLLEGE AND THE MOTORCYCLE SAFETY FOUNDATION ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.**

I have had the opportunity to ask any and all questions about (1), the waiver and release, and (2), the indemnification and hold harmless agreement above, and I understand their terms and meanings.

Participant Name | Please Print

Participant Signature

Date

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

Course Number (CRN) or Course Start Date

Relationship To Participant