

MORAINÉ PARK TECHNICAL COLLEGE

Motorcycle Rider Course Student Waiver Form (MPTC)

and

Safety Course -- General Release, Waiver & Indemnification Agreement (MSF)
and Liability Waiver

Please read the following forms. Your signature and current date are required in all signature sections of the forms. Bring all forms with you on the first day of your motorcycle class. If you are 18 years or older and do not have the forms with you on the first day, your instructor will provide the forms for your review and signature.

IF YOU ARE UNDER 18 YEARS OF AGE:

Participants under the age of 18 must have the signed approval of a parent or legal guardian to participate in our Motorcycle Safety Course. The parent or legal guardian must sign the forms in all places **IN THE PRESENCE OF YOUR INSTRUCTOR, ANY MORAINÉ PARK STAFF PERSON or A NOTARY PUBLIC.** If you will have the instructor witness on the first day of class, please plan to arrive with your parent/legal guardian prior to class start time. You will not be allowed to participate in the course without a parent/legal guardian signature and the witness thereof.

IMPORTANT: If you have a MPTC staff person witness the parent/legal guardian signature, be sure to instruct him or her to follow the instructions below:

MPTC STAFF PERSON WITNESS: The staff person must witness the parent or legal guardian as they sign the form in all places.

Witness must write his/her initials and date at the bottom of each sheet.

MORAINE PARK TECHNICAL COLLEGE

Course #: _____

Motorcycle Rider Course - Student Waiver Form

Completion Date: _____

This form must be filled out, signed and given to an instructor before you begin the Range/riding exercises. Participants must be legal residents of the State of Wisconsin. (Participants under the age of 18 years must have the signed approval of a parent or legal guardian to participate in the Motorcycle Safety Course.)

Name: _____

Home Street Address: _____ PO Box _____

City: _____ State _____ Zip _____

Phone: _____ email address: _____

Date of Birth: (MM/DD/YYYY) _____ / _____ / _____ (verified)

DRIVERS LICENSE NUMBER – PRINT CLEARLY State: _____ Endorsements: ___D ___M ___CDL

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Is your attendance required? _____ Yes _____ No If Yes, check one of the following:

_____ Under 18; _____ Cycle Instruction Permit; _____ Motorcycle In-Traffic test; _____ Point Reduction

Is this the first course you have ever taken at Moraine Park Technical College? _____ Yes _____ No

RELEASE, WAIVER AND INDEMNIFICATION

The Undersigned participant and his or her parent or legal guardian, if the participant is under the age of 18 years, does (do) hereby execute this release, waiver and indemnification for himself(herself) (themselves), and his (her) (their) heirs, successors, representatives and assigns; and hereby agree(s) and represent(s) as follows:

To release the Moraine Park WTCS District, its members, employees, agents, representatives and those governmental agencies and other organizations affiliated with this course from any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the Motorcycle Safety Course referred to above, it being specifically understood that said Course includes the operation and use by the undersigned participant and others of motorcycles. The undersigned further agree(s) to indemnify the Moraine Park WCTS District, its employees, members, agents, representatives and those governmental agencies and other organizations affiliated with this project, and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement that may be brought or entered against them as a result of the undersigned's participation in said Course. This indemnification shall include attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement. It is understood and agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.

Signature of Participant

Date

Signature of Parent or Legal Guardian
(If participant is under 18 years of age)

Date

MPTC WITNESS HERE - *If Student is under 18 years of age*

Initials

Date - MM/DD/YY

OR NOTARY PUBLIC
SEAL / MARK

General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue

READ CAREFULLY. Provide all required information and complete any blanks before signing. Participants under 18 years of age must have a parent or authorized guardian sign in person at the Event Location.

Event Description & Dates: _____

Event Location: Moraine Park Technical College

In consideration for the Participant being permitted to enter the Event Location, as well as attend or participate in the Event in any manner whatsoever (including but not limited to the observation of the Event, my use of or proximity to powersports vehicles, or other vehicles and equipment in use at the Event Location, and my presence at the Event Location including but not limited to any and all Restricted Areas (defined as any area requiring special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited, including, without limitation, the training range area)) (herein collectively referred to as the “Event” or “Powersports Activities”), I, the undersigned individual, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

- (1) THE EVENT AND POWERSPORTS ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE.** These dangers and risks can arise from a range of foreseen or unforeseen causes, including, without limitation, crashes, vehicle or equipment failures, range and riding surface conditions, adverse weather conditions, participant error, and both negligent or non-negligent acts and omissions of Released Parties (as defined herein), myself or other Event participants. These dangers and risks expressly include but are not limited to negligent rescue operations and/or negligent procedures of one or more of the Released Parties.
- (2)** Without in any way modifying or limiting the scope of this General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue, I shall, immediately upon entering any Restricted Area, and continuously thereafter, inspect such Restricted Area for any safety concerns. If, at any time, I am in or about a Restricted Area that I believe to be unsafe or unsatisfactory for any reason, or if I am requested to engage in an activity that I believe to be unsafe or outside my capability for any reason, I shall immediately advise the on-site Event managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Event. I acknowledge that I may not have the opportunity to inspect any Restricted Area prior to the start of the Event.
- (3)** Powersports Activities are physically and mentally demanding, and require personal discipline, stamina, coordination, judgment, concentration and mental alertness. I am in good general health, and have no known physical or mental limitations that could impair my performance in the Event. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Event.
- (4)** This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Event security, and is intended to be as broad and inclusive as is permitted by the laws of the State, Province or Territory in which the Event is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, heirs and next of kin, all rights and benefits conferred by any statute or other law that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein. If I have brought a powersports vehicle, helmet or other safety equipment to use in the Event, I agree that this Agreement extends to all Losses and Claims (as defined herein) that may occur, arise out of, or relate in any way to such vehicle or equipment.
- (5)** If any portion of this Agreement is found to be unenforceable or invalid, it is agreed that the balance and remainder of this Agreement shall, notwithstanding, continue in full legal force and effect, and shall be construed as though the unenforceable or invalid portion had never been contained herein.
- (6)** I have had the opportunity to read this entire Agreement and ask any questions about it. I fully understand its terms and meaning. I enter into this Agreement voluntarily, of my own free will, and without any duress.

_____/_____
Initials / Event Start Date

GENERAL RELEASE AND WAIVER OF LIABILITY. I, the undersigned individual, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the “Releasers”), release, exempt and hold harmless any and all persons or entities promoting or sponsoring the Event, sanctioning or administrative organizations or any affiliated entities thereof, range facility owners and operators, officials, vehicle owners and manufacturers, riders, range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, the entity and individuals (including training instructors) conducting and/or sponsoring the Event, _____, and the Motorcycle Safety Foundation, Inc., including each of their affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and/or agents (collectively, the “Released Party or Parties”) from any and all loss, liability, damage, fees or costs arising out of or related to the Event or conditions at the Event Location (collectively, “Losses”), and any claim, demand, lawsuit or causes of action brought by me or the Releasers, arising out or related to the Event, whether on account of injury or death to myself or any other person, or damage to any property, or otherwise (collectively, “Claims”), including Losses and Claims caused solely or in part by negligence of one or more of the Released Parties or otherwise.

ASSUMPTION OF RISK. I, the undersigned individual, hereby personally and on behalf of the Releasers, knowingly and voluntarily assume full responsibility for any and all risk of bodily injury, death, property damage, whether foreseen or unforeseen, and whether caused by the negligence of any Released Party or otherwise, that may occur, arise out of, or relate in any way to the Event or conditions at the Event Location (e.g., conditions that are open and obvious, inherently dangerous, or caused by negligence).

INDEMNITY AGREEMENT. I, the undersigned, hereby personally and on behalf of the Releasers, agree to indemnify, defend, save and hold harmless the Released Parties from any and all Losses and Claims they may incur arising out of or related in any manner to my attendance at or participation in the Event, whether brought by Released Parties, other Event participants or any other individuals or entities, whether on account of bodily injury, death, property damage, or otherwise, and whether caused by the negligence of any Released Party or otherwise. This indemnity obligation expressly includes the obligation to reimburse the Released Parties for all of their reasonable attorneys’ fees and costs if I commence a legal proceeding governed by this agreement.

COVENANT NOT TO SUE. I, the undersigned, hereby personally and on behalf of the Releasers, covenant not to sue, and relinquish any and all rights I now have or may have in the future to sue, the Released Parties for any and all injury, death, or damage, whether known or unknown, that I may suffer arising from the Event or Powersports Activities, including claims based on the Released Parties’ negligence.

I HAVE READ THE ENTIRETY OF THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND COVENANT NOT TO SUE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY RIGHT TO BRING A LAWSUIT IF I AM INJURED DURING THE EVENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. BY SIGNING BELOW, I AGREE TO ALL THE TERMS HEREIN. MY SIGNATURE BELOW SERVES AS A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Print Participant Full Name – First, Middle, Last License or ID# and State Date Signed – MM/DD/YYYY

Participant Signature
(or Parent/Legal Guardian signature if Participant is under age 18) Print Full Name of Parent/Legal Guardian, and state relationship to Participant

rev. 08/2025

MPTC WITNESS HERE - If Student is under 18 years of age _____ / _____ OR NOTARY PUBLIC
Initials Date - MM/DD/YY SEAL/MARK HERE