

# MORAINÉ PARK TECHNICAL COLLEGE

Motorcycle Rider Course Student Waiver Form (MPTC)  
and  
Safety Course -- General Release, Waiver & Indemnification Agreement (MSF)  
and  
Liability Waiver and General Release Relating to Coronavirus/COVID-19 (MSF)

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Please read the following three forms. Your signature and current date are required in all FOUR 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.

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## **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 FOUR 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 FOUR places.

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

# MORAINES 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

# SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT rev. 01/22

In consideration for the Motorcycle Safety Foundation, Inc. ("MSF"), the entity sponsoring the training (\_\_\_\_\_), the owner of the training motorcycle (if not owned by the undersigned), and the owners of the premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Parties"), permitting the undersigned to participate in this Safety Education and Training Course (the "Course"), I, the undersigned Participant, agree 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/guardian in person at the training location, or the parent/guardian may sign without appearing in person, in which case 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) 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 RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course, and in my 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, I also agree that this release 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 Motorcycling Activities, 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 participation in the Course or Motorcycle Activities, 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 \_\_\_\_\_

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

Initials

Date - MM/DD/YY \_\_\_\_\_

OR NOTARY PUBLIC  
SEAL/MARK HERE

## **MSF LIABILITY WAIVER AND GENERAL RELEASE RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

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") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in a motorcycle safety training course, other MSF-related training activities, or utilizing the Released Parties' services or premises (collectively, "Training Activities"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Training Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

**ASSUMPTION OF RISK:** I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in Training Activities. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Training Activities.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in Training Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**OTHER TERMS:** I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which Training Activities are 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.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

MPTC WITNESS HERE - If student is under 18 years of age \_\_\_\_\_ / \_\_\_\_\_  
Initials Date - MM/DD/YY

OR NOTARY PUBLIC  
SEAL/MARK HERE

Rev. 03/04/21