



STUDENT INFORMATION FORM:

Please review all course information and policies carefully and ask questions for clarification. Complete the information below as it appears on your driver’s license, if applicable, and **sign BOTH sides of this form:**

First Name: _____ Middle: _____ Last: _____

Street Address: _____ Birth Date: _____

City: _____ State: _____ Zip: _____ Age: _____

Primary Phone: _____ Second Phone: _____

Email Address: _____

Emergency contact person(s)/phone #(s) during course time(s): _____

Medical Information: _____

This information will not prevent you from taking this class. **If you have no medical conditions to list, then write “none”.** You are expected to provide your own medical insurance.

If using own motorcycle: Make: _____ Model: _____ Year: _____

If applicable: Ins. Co. _____ Policy # _____ Exp. Date _____

A safety inspection of your motorcycle will be performed before riding. Please be sure your motorcycle is in good condition by using the enclosed T-CLOCK inspection form.

WAIVER AND RELEASE OF LIABILITY – READ CAREFULLY AND SIGN

In consideration of **DIRTBIKE TECH** furnishing services and/or equipment to enable me to participate in the Motorcycle Rider Education Class, I agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Rider Education Class 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, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **DIRTBIKE TECH** the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **DIRTBIKE TECH** or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **DIRTBIKE TECH** and its owners, agents, officers and employees from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Rider Education Class activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by **DIRTBIKE TECH** and its owners, agents, officers or employees.

I HAVE READ THE ABOVE WAIVER OF RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE DIRTBIKE TECH FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

STUDENT SIGNATURE

AGE

DATE

STUDENT PRINTED NAME

PARENT OR GUARDIAN SIGNATURE if under 18
(If less than 18 years old)

Youth DBS Class Only:

Parent/Guardian Attending: Name: _____ Relationship: _____

>> SIGN BOTH SIDES <<

I agree to the following requirements and policies:

Disagreement with any of the course requirements or policies below, which are specific to my class, makes me ineligible to take the course.

- 1. I must contact the DirtBike Tech office prior to 10 business days before the date of the class if I wish to cancel and obtain a refund, less a \$25 administrative fee. If DirtBike Tech cancels or reschedules a course, the student will receive a full refund or placement in another equivalent class at no additional charge, at the student’s discretion. Refunds or rescheduling for reasons of discontinuation, dismissal, or lack of attendance, while infrequent, will be considered on a case-by-case basis.
- 2. I am able to ride and balance a bicycle. **Balancing is not taught during any DirtBike Tech course.**
- 3. I am at least 6 years old by the first day of the course to enroll in the **Youth Dirt Bike School (Youth DBS)**; and at least 12 years old by the first day of the course to enroll in the **Adult Dirt Bike School (DBS)**.
- 4. If I am not able to safely control the motorcycle during every exercise, I understand I may not be able to complete this entire course, and will not receive a completion card. For my safety and that of the other students, the instructor may discontinue my on-cycle participation at any time, at the instructor’s discretion.
- 5. If I am under 18, I will provide parental or guardian signature as approval to take any course.
- 6. I will sign a waiver of liability indicating that I understand that I might be injured in this course.
- 7. 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 re-register and pay again the full tuition. A behavior or discipline problem is defined as any action which could result in myself 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.
- 8. I understand that I must be mentally and physically fit in order to participate in the course. At the time of registration, I must disclose, confidentially, any medical conditions, medications or disabilities.
- 9. I will attend 100% of my course. If I am late or miss any portion of the course, I understand that I will not be allowed to continue.
- 10. I will provide my own protective gear and will wear all required protective gear when seated on a motorcycle.
- 11. I understand the DirtBike Tech cancellation, transfer, and incomplete policies as stated in the confirmation letter.
- 12. I have read all materials and documents enclosed in this mailing.
- 13. This document constitutes a contract between DirtBike Tech and the named student and/or guardian for delivery of motorcycle rider training only. No guarantee of success or completion is made by DirtBike Tech.

STUDENT SIGNATURE

AGE

DATE

STUDENT PRINTED NAME

SIGNATURE OF PARENT OR GUARDIAN
(If less than 18 years old)

OPTIONAL PHOTO RELEASE: **By signing below this paragraph**, I agree that at any time during a DirtBike Tech event, my photo may be taken and likeness used in marketing and/or promotional materials on behalf of DirtBike Tech, our affiliates, vendors or commercial partners. I understand that DirtBike Tech also reserves the right to manipulate, duplicate and distribute any photo taken of me during a DirtBike Tech event.

OPTIONAL SIGNATURE for Photo Release

>> SIGN BOTH SIDES <<

Hand this signed document to the instructor at the course site.

DirtBike Tech Phone: 763-757-DIRT (3478)

DIRTBIKE SCHOOL -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT *rev. 03/20*

In consideration for DirtBike Tech , 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

Waiver and General Release of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly 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, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

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 this Motorcycle Safety Course or utilizing the Released Parties’ services or premises (collectively, the “Course”). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in the Course, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood 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 the Course. 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 the Course.

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 the Course. 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 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.

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): _____