

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

In consideration for the Motorcycle Safety Foundation, Inc. ("MSF"), the entity sponsoring the training (Motorcycle School), 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

Photo and Video Release Waiver For Chain Reaction Motorcycle School

This Photo and Video Release Waiver ("Waiver") is entered into between the undersigned participant ("Participant") and Chain Reaction Motorcycle School ("School"). By signing this Waiver, the Participant, or if the Participant is a minor, the Participant's parent or legal guardian, agrees to the following terms and conditions:

1. **Authorization and Release:** The Participant hereby irrevocably grants the School the unrestricted right and permission to capture, use, reproduce, distribute, and publicly display photographs, video recordings, or any other visual or audio media taken during the motorcycle training courses. This authorization includes, but is not limited to, use in promotional materials, advertisements, social media, the School's website, and any other lawful purpose.
2. **Waiver of Compensation:** The Participant acknowledges and agrees that no monetary compensation or other remuneration will be provided for the use of such media, whether now or in the future.
3. **Waiver of Rights:** The Participant waives any rights to inspect or approve the media's final use, including any written copy that may accompany it, and releases the School from any and all claims, demands, and causes of action that the Participant, their heirs, representatives, executors, administrators, or any other persons acting on their behalf or on behalf of the Participant's estate may have by reason of this authorization.
4. **Indemnification:** The Participant agrees to indemnify, defend, and hold harmless the School, its agents, employees, and assigns from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the use of the Participant's likeness as described above.
5. **Governing Law:** This Waiver shall be governed by, and construed in accordance with, the laws of the State of Colorado. Any disputes arising under this Waiver shall be resolved exclusively in the state or federal courts located in Colorado.
6. **Severability:** If any provision of this Waiver is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

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.

Participant Name (First and Last): _____

Participant Signature: _____

Date: _____

If the Participant is under 18 years of age, this Waiver must be signed by a parent or legal guardian:

Parent/Guardian Name (First and Last): _____

Parent/Guardian Signature: _____

Date: _____