

NEW YORK STATE MOTORCYCLIST SAFETY PROGRAM
STUDENT REGISTRATION FORM

NYSMSP SITE NAME Learn 2 Ride, Inc. DATE _____

PERSONAL DATA

NAME _____
(First) (Full Middle) (Last)

ADDRESS _____
(Street) (City) (State) (Zip)

DATE OF BIRTH (M/D/YR) _____ SEX M () F () *DRIVER'S LIC. NO. _____ STATE _____

WORK PHONE () _____ HOME PH () _____ MOBILE PH () _____

EMAIL: _____

| | |
|---|--|
| IF YOU DO NOT HAVE A DRIVER'S LICENSE, DO YOU HAVE A LEARNER'S PERMIT? () YES () NO *IF YES, ENTER PERMIT NO. _____ | DO YOU HAVE A MOTORCYCLE LICENSE OR ENDORSEMENT? () YES () NO *IF YES, ENTER LICENSE NO. _____ |
| HAVE YOU COMPLETED DRIVER'S ED? () YES () NO *IF YES, ENTER COMPLETION DATE (M/D/YR) _____ | IF NO, DO YOU HAVE A MOTORCYCLE LEARNING PERMIT? () YES () NO IF YES, ENTER PERMIT NO. _____ |

ON-STREET RIDING EXPERIENCE

HAVE YOU RIDDEN A STREET MOTORCYCLE REGULARLY IN THE LAST FIVE YEARS? 1. () YES 2. () NO

HOW MUCH STREET RIDING EXPERIENCE DO YOU HAVE? (check one)

1. () Just beginning (less than 500 miles) 3. More than a year and
2. Less than a year and a. () 500 to 2000 miles
a. () 500 to 2000 miles b. () more than 2000 miles
b. () more than 2000 miles If more than a year, please fill in number of years: _____

HOW MANY ON-STREET MILES HAVE YOU RIDDEN IN THE PAST YEAR? _____ miles

DO YOU OWN A STREET MOTORCYCLE/MOTORSCOOTER? 1. () YES 2. () NO IF YES, WHAT SIZE? _____ cc

WHAT IS YOUR PRIMARY REASON FOR RIDING A MOTORCYCLE/MOTORSCOOTER? ON STREET?

1. () Commuting 2. () Recreation 3. () Other _____

HAVE YOU EVER BEEN INVOLVED IN AN ON-STREET MOTORCYCLE/MOTORSCOOTER ACCIDENT? 1. () YES 2. () NO

OFF-ROAD RIDING EXPERIENCE

DO YOU HAVE ANY OFF-ROAD EXPERIENCE? 1. () YES 2. () NO IF YES, HOW MANY MILES HAVE YOU RIDDEN OFF-ROAD IN THE PAST YEAR? _____ miles

HOW DID YOU FIND US?

HOW DID YOU HEAR ABOUT THIS COURSE? (Check all that apply)

| | | |
|---------------------------|--------------------------------------|----------------------------|
| 1. () Newspaper Ad | 7. () NY ABATE | 13. () Word of Mouth |
| 2. () Magazine Ad | 8. () Department of Motor Vehicles | 14. () Insurance Company |
| 3. () Radio Ad | 9. () College/Adult Ed Publications | 15. () Internet Search |
| 4. () Tv Ad | 10. () NYSMSP.org (website) | 16. () Friend or Relative |
| 5. () Newspaper Articles | 11. () Toll-Free Phone Number | 17. () Poster |
| 6. () Dealer | 12. () Brochure or Flyer | 99. () Other _____ |

HAVE YOU EVER CALLED FOR RIDER COURSE INFORMATION? 1. () YES 2. () NO

HAVE YOU EVER TAKEN THIS COURSE BEFORE? 1. () YES 2. () NO

MAY NYSMSP CONTACT YOU IN THE FUTURE? 1. () YES 2. () NO

DO NOT WRITE BELOW THIS LINE

OFFICE COPY

COURSE TAKEN: () BASIC () EXPERIENCED () OTHER _____

WRITTEN TEST SCORE _____ RIDING TEST SCORE _____ COMP. CARD #: _____

CHECK ONE: () PASSED () FAILED () DROPPED EARLY () DROPPED LATE

IF STUDENT IS A CARRY OVER FROM A PREVIOUS CLASS, CHECK THIS BOX ()

*ELIGIBILITY VERIFIED BY SITE REPRESENTATIVE (INITIALS) _____

SAFETY COURSE -- GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT rev. 03/20

In consideration for _____, the State of New York, its Motorcycle Safety Program and Department of Motor Vehicles, 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

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): _____

PLEASE READ THE FOLLOWING CAREFULLY! PROVIDE SIGNATURE AT BOTTOM

NAME: _____

Participation in this Basic *RiderCourse* (BRC) requires Physical Stamina, Motor Coordination and Mental Alertness.

Riding a motorcycle is a higher risk activity and is not for everyone. If at any time during the BRC you cannot, or do not wish to continue for any reason, let your RiderCoaches know immediately. Do not knowingly compromise the safety of yourself or others.

Also, if at any time during the Riding Exercises, it is determined that you are not meeting the stated objectives of the Exercises, or you become a danger to yourself or others, you will not be allowed to continue the Riding Exercises. This action will be taken for the safety of all concerned and the RiderCoaches have full authority to make this decision.

INFORMATION / PLEASE FILL IN THE FOLLOWING ABOUT YOURSELF

I can ride and balance a bicycle: [] Yes [] No

Do you have any conditions such as a history of dizzy spells, fainting, seizure disorder, muscular problems, epilepsy, balance, grip, coordination or other physical stress related problems which may or could make it unsafe for or interfere with your ability to operate a motorcycle? [] Yes [] No

If yes, please explain: _____

Are you taking any prescriptions or over the counter medications, cold medications, muscle relaxants or sedatives which may or could make it unsafe for or interfere with your ability to operate a motorcycle? [] Yes [] No

If yes, please explain: _____

Safety is a primary concern. If you feel uncomfortable about answering the above questions, please consult with your RiderCoach and discuss this or other concerns prior to the Riding Exercises.

I attest that I am in possession of a full and valid driver license and that is not currently suspended or revoked and is not in Conditional or Restricted status.

I have read and understand the above information and it is correct to the best of my knowledge.

Signature

Date