

Total Rider, LLC Course Waiver and Disclaimer

Instructor Initials

This form must be completed, signed and provided to the instructor at the beginning of class. Participants under 18 years of age must have this form signed by a parent or guardian in person at the training location or it must be notarized to enroll in this motorcycle safety course. You have reserved a seat in this course and there is no refund or course transfer once the course starts. There is no guarantee of graduation or successful completion. Total Rider is not obligated to reschedule you into another course after you are dropped or counseled out of your original course.

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned does hereby attest that he/she has no known health-related reasons or problems, to include physical or mental limitations, that preclude or restrict his or her participation and will not use any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course. The undersigned attests that he/she has the skill and balance necessary to ride a bicycle and is capable of sustaining moderate physical exertion over the time period of the course.

<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name (must match ID)	First Name (must match ID)	Middle Initial	Suffix
Home Address		City	State	ZIP
Date of Birth (MM/DD/YYYY)		Driver License/ID #	Issuing Authority (i.e., state, country)	
Phone Number		E-mail Address		
Emergency Contact Name		Emergency Contact Phone Number	Emergency Contact Relationship	

RELEASE, WAIVER AND INDEMNIFICATION

This motorcycle rider course is provided by Total Rider, LLC under the auspices of the Motorcycle Safety Foundation and other approved curriculum providers. Our aim is to expose riders to ways to ride more safely. While we cannot and will not assume responsibility for the safe operation of your motorcycle, we hope that by presenting responsible viewpoints on safety we will expose riders to proper and prudent motorcycle operation. We are here to assist in your learning and it is your responsibility to put what you learn to use.

The undersigned participant and his/her legal guardian (if participant is under the age of 18 years) do hereby execute this release, waiver and indemnification for him/herself and his/her heirs, successors, representatives and assigns, and hereby agrees to the following:

1. To release, waive, discharge and covenant not to sue Total Rider, LLC, property owner(s), its board members, employees, instructors, agents, representatives and those governmental agencies and other organizations affiliated with this course, herein referred as "releasees," 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 from participation in the motorcycle training course referred to above.
2. To indemnify, defend and hold harmless the releasees and each of them from any loss, liability, damage, cost, claim, judgment or settlement which 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 and it is specifically agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.
3. Each of the undersigned expressly acknowledges and agrees that the activities at the course areas are dangerous and involve the risk of serious injury and/or death and/or property damage and further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This waiver and disclaimer shall be construed in accordance with the laws of the state of Texas. I agree that I am responsible for my own medical and emergency expenses in the event of accident that occurs during the course.

USING YOUR OWN MOTORCYCLE? Motorcycle & Insurance Information

Make: _____

Model: _____

Insurance Company: _____

Policy Number: _____

Expiration Date: _____

I have carefully read this release and understand its contents, and I verify that the information I have provided is true and correct. I voluntarily sign the same as my own free act.

Participant's Signature _____ Date _____

Parent/Guardian's Signature (students under age 18) * _____ Date _____

*** Must be signed in front of instructor or must be notarized**

Relationship to minor student

ID # & issuing authority

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

In consideration for Total Rider, LLC., 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): _____

RIDER'S PLEDGE



As a Total Rider MSF Student I Understand and Accept That...

1. Learning to ride a motorcycle is a challenging endeavor, and no one is guaranteed to pass this class.
2. Total Rider did not create the Rider Course I will be taking, and only presents it the way the Motorcycle Safety Foundation (MSF) allows it to. *(All Texas MSF schools teach the same curriculum, in the same way.)*
3. I will take responsibility and ownership of my actions. If I fail any skills tests, show up late for class, not wear proper riding gear, and/or be canceled-out by the instructor... I accept that I will not pass the course and will have to schedule another class at full price.
4. Motorcycling is not for everyone, but my RiderCoach will try their best to teach me to ride with the tools and knowledge they have.
5. Training motorcycles are regulated by State law to be of a size and weight that most new riders will be comfortable operating, and may at times exhibit minor mechanical issues.
6. If I fail any portion of the class, TR's posted Term & Conditions policy —*which I agreed to when I booked my class*— will apply. However, if I decide to opt out before training begins on the first day of class, I may request a partial refund* less admin fee.
7. I understand that if my riding performance creates an unmanageable danger on the range, I will be removed from the course and not entitled to additional attempts to pass the riding skills test.
8. I will show up for class on time, with proper riding gear, be attentive with a positive attitude, and, above all else... ***Have Fun!***

Student Print Name: _____

Student Signature: _____ Date: _____

Parent/Guardian Print Name: _____

Parent/Guardian Signature: _____ Date: _____

Relationship to Student: _____

Complaints can be filed by:

Mail to: Texas Department of Licensing & Regulation, Attention: Enforcement Division P.O. Box 12157, Austin, Texas 78711

Email to: Intake@tdlr.texas.gov Online at: www.tdlr.texas.gov/complaints Toll-free (in Texas): (800) 803-9202

**Contact operations@totalrider for all refund/rescheduling inquiries.*

