



LEARN TO RIDE COURSES & CLINICS

Participation in the Learn To Ride program requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or metal limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course/clinic. Participants under 18 years of age must have this form signed by a parent or guardian.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of TMI Group, INC., High Desert Harley-Davidson, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including each of their members, employees, officers, Instructors and/or agents (the "Learn To Ride program"), furnishing services, equipment, and/or curriculum to enable me to participate in the Learn To Ride program, **I agree as follows:**

1. I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of motorcycles and motorcycle equipment and my participation in the Learn To Ride program 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 OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH;** (c) these risks and dangers may be caused by the negligence of the Learn To Ride Providers; the negligence of others, including other Learn To Ride participants; and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, **I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the Learn To Ride program for any injuries, losses and/or damages,** including those caused solely or in part any the negligence of the Learn To Ride program, or any other person. If I have brought a motorcycle to use in the Learn To Ride program, I also agree that this release applies to any damage that occurs to it during the Learn To Ride program.
2. I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the Learn To Ride program for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the Learn To Ride programs' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED LEARN TO RIDE PROGRAM FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

(Participant Name – Please Print)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of TMI Group, INC., High Desert Harley-Davidson, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including each of their members, employees, officers, Instructors and/or agents (the “Learn To Ride program”), furnishing services, equipment, and/or curriculum to enable me to participate in the Learn To Ride program, **I agree as follows:**

1. I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Learn To Ride program from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Learn To Ride program activities, including claims arising from the Learn To Ride programs’ or any other party’s negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED LEARN TO RIDE PROGRAM FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

(Participant Name – Please Print)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)