

3WBRC SAFETY COURSE GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT

In consideration for the Vermont DMV Rider Education Program, the Motorcycle Safety Foundation, Inc. ("MSF"), BRP US Inc., Bombardier Recreational Products Inc., the training sponsor, and the owners 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 (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

Vermont Rider Education Program Student Information Form

(Please Print)

Course Code _____

Full Name _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____ Phone _____

Check if the above is a change to: Mailing Address Physical Address

Emergency Contact _____ Phone _____

Vermont Driver's License # _____ Exp. Date _____

Do you have a motorcycle permit? Yes No Motorcycle endorsement? Yes No

Riding Experience None Years _____ Months _____

Please alert us to any special needs you may have.

Briefly describe below any medication you are taking or any hearing, visual, physical, or reading impairment you have that might affect your ability to learn in the classroom or to control a motorcycle. This information will NOT prevent you from taking the course, but will help your instructors provide you with the best learning experience.

Do you have any special needs? No Yes If yes please list below:

I understand and agree to VREP policy that if, at any time during this course, it is felt I am not able to achieve the objectives of the range exercises or I need more time to develop specific skills than the course allows, I will be counseled out of the course. I understand the RiderCoach/Instructor is responsible for my safety as well as the rest of the course participants and has full authority to make this decision, which is final.

(Participant Name – Please Print)

(Participant Signature)

I also hereby consent to the issuance of a motorcycle permit/endorsement.

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

(Relationship)

Do not write in the area below. For RiderCoach/Instructor use only

Completion Codes (check only one):

Pass Quit Course Quit Range Drop

Failed Classroom Failed Range Failed Both Crash