



TEXAS DEPARTMENT OF PUBLIC SAFETY
Motorcycle Operator Training Program
Student Information



Both sections of this form must be completed and signed prior to your first class. Your RiderCoach will collect it during the first session. If you are under 18 years of age you must bring this form and a Medical Consent for Minor form signed by your parent or guardian to the first day of class. If you fail to do so, you will not be allowed to participate in the course.

Name: _____
 (First) (MI) (Last)

Address: _____
 (Street) (City) (Zip)

Daytime Phone: _____ Email: _____

Date of Birth: _____ Driver License Number: _____ State of: _____

Emergency Contact: _____
 (Name) (Relationship) (Phone)

Today's presentation is being made with materials supplied by the Motorcycle Safety Foundation and the Texas Department of Public Safety as a public service. This does not imply any endorsement by MSF or the DPS of the sponsors or any other sponsors, supporting organizations, equipment, motorcycles or other materials involved in the presentation of a RiderCourse. Our aim is to expose you to ways to ride more safely. While we cannot and will not assume responsibility for the safe operation of your motorcycle, it is our hope that by presenting responsible viewpoints on safety we will expose riders and the general public to proper and prudent motorcycle operation. As a participant, you are responsible for your own learning - we cannot learn for you. **We're here to assist your learning, we cannot guarantee it or put it to use.**

I recognize and understand the risk involved in learning to ride, and riding a motorcycle, I acknowledge that risk by signing the Motorcycle Safety Course Waiver & Indemnification Form. I understand that my performance will be evaluated and that I must satisfactorily complete each training phase before advancing to the next level. Should a RiderCoach determine that I am a danger to my classmates, or myself, I will not be allowed to continue the course. I understand that this decision is for my safety and the safety of others and I will abide by the decision of the RiderCoach. I acknowledge that if my lack of progress impedes or interferes with the class that I may not be allowed to continue the class. To receive the Motorcycle Operator Training Course Completion Card, I must demonstrate competent motorcycle operation; if applicable, by attaining acceptable scores on the skill evaluation and the knowledge test. Failure of the knowledge test or the on-cycle evaluation or not satisfactorily completing a phase of the course is considered a failure for the entire course. **Refunds for persons failing or being dismissed from the course are at the discretion of the sponsor.**

Check All That Apply

- I am **NOT** under the care of a physician, or taking medication, either of which may affect my ability to ride during this course.
- I am under the care of a physician, but I have made the decision that I am able to ride. I accept full responsibility for this decision.
- I am taking medication, but I have made the decision that I am able to ride. I accept full responsibility for this decision.

NOTE TO THE STUDENT: If you have physical limitations or are on medication, please be aware that the course is strenuous and physically demanding. If you have a heart condition, are prone to dizziness, or have a physical or mental condition which may adversely affect your performance, we advise against participating in the class. You are responsible for your own decision to participate. If your condition adversely affects your performance, our RiderCoaches will ask you to leave the class.

All students are required to be on time for each class session. All students are expected to participate fully in each and every exercise and to follow the directions of the RiderCoach. Tardiness, absence from any part of the course, or failure to follow the direction of the RiderCoach may result in dismissal from the course.

By signing this document, I hereby agree to follow all the rules and regulations of the program and that all information provided by me is true and correct.

Print Your Name: _____ Signature: _____ Date: _____

Signature of parent or legal guardian: _____
 (Only if student is under 18 years old)

I request to use my personal motorcycle for the Motorcycle Operator Training Course and I accept responsibility for any damages incurred as a result.

MOTORCYCLE SAFETY COURSE WAIVER & INDEMNIFICATION

rev. 01/13

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course. 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 Harley-Davidson of Kingwood, the Motorcycle Safety Foundation, 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, RiderCoaches and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, **I agree as follows:**

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 Motorcycle Safety Course 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 Safety Course Providers; the negligence of others, including other Safety Course 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 Safety Course Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person. If I have brought a motorcycle to use in the Safety Course, I also agree that this release applies to any damage that occurs to it during the Safety Course.

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 Safety Course Providers for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the Safety Course Providers' 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 SAFETY COURSE PROVIDERS 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 Harley-Davidson of Kingwood, the Motorcycle Safety Foundation, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including their members, employees, officers and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, **I agree as follows:**

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers 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 Motorcycle Safety Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE. I have had the opportunity to ask any questions about the indemnification and hold harmless section 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)

HARLEY-DAVIDSON® RIDING ACADEMY RELEASE AND WAIVER

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course. 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 the Harley-Davidson Motor Company, the Motorcycle Safety Foundation, 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, RiderCoaches and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, **I agree as follows:**

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 Motorcycle Safety Course 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 Safety Course Providers; the negligence of others, including other Safety Course 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 Safety Course Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person. If I have brought a motorcycle to use in the Safety Course, I also agree that this release applies to any damage that occurs to it during the Safety Course.

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 Safety Course Providers for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on the Safety Course Providers' 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 SAFETY COURSE PROVIDERS 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)

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I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers 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 Motorcycle Safety Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE. I have had the opportunity to ask any questions about the indemnification and hold harmless section 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)

HARLEY-DAVIDSON® RIDING ACADEMY ACKNOWLEDGEMENTS AND ASSUMPTION OF RISK

I, the undersigned participant (and if participant is under the age of 18 years, his/her parent or legal guardian) hereby agree as follows: I have been given the opportunity to participate in the Harley-Davidson® Riding Academy New Rider Course or the Harley-Davidson Riding Academy Skilled Rider Course (hereinafter, in either case, the "Class"). The Class is a motorcycle instruction and safety course.

I fully understand and acknowledge that operating, and learning to operate, a motorcycle are activities that have their own unique risks, and that serious injury or death could result from participating in the Class through no fault of my own. I understand that these risks may be caused by the negligence or fault of the Class coach(es) or sponsors, or the negligence or fault of me, other Class participants or other persons, or may arise from the repair, maintenance or operation of the motorcycles used in the Class, weather conditions during the time the Class is conducted, or other causes, whether foreseeable or unforeseeable. I am voluntarily participating in the Class. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, THAT I MIGHT SUFFER AS A RESULT OF MY LEARNING TO OPERATE OR OPERATING A MOTORCYCLE AND OTHERWISE PARTICIPATING IN THE CLASS.**

I acknowledge that participation in the Class requires physical stamina, motor coordination, and mental alertness. I hereby confirm that I have no known physical or mental limitations that might impair my ability to operate a motorcycle and participate in the Class.

I am not at this time under the influence of alcohol, drugs, other illegal substances, or any medications that may impair my judgment or my ability to operate a motorcycle. I agree that I will not operate a motorcycle or otherwise participate in the Class while under the influence of alcohol, drugs, other illegal substances or any such medications.

If I bring my own motorcycle to use in the Class, I acknowledge that I am solely responsible for the motorcycle and for any damage that it may sustain or cause during the Class.

I agree to participate in the Class safely and within the limits of the law and my abilities. I agree to follow the directions of the Class coach(es) at all times during the Class.

I agree to wear at all times while operating a motorcycle during the Class a properly-fitted motorcycle helmet. **I acknowledge that it is my responsibility to determine which helmet size best fits my head, and that the Class coach(es) or sponsor are not responsible for determining my proper helmet size.** Any assistance provided to me in choosing a proper fitting helmet is not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident. I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug. If the Class coach(es) or sponsor has provided me a helmet, I acknowledge that I was provided with the helmet size I requested, and that the helmet fits me properly. If I am using a helmet provided by me or any other person, I acknowledge that the helmet fits me properly.

By signing this document, I certify that I have read this document and fully understand it, that I am not relying on any statements or representations of Harley-Davidson Motor Company, the Motorcycle Safety Foundation or its members, the class sponsor, or any of their respective employees, and that I have been given the opportunity and sufficient time to read and ask questions regarding this document.

Signature: _____ Print Name: _____ Date: _____

Signature of Parent or Guardian (if participant is under the age of 18 years old): _____

Witness _____ Print Name _____ Date _____

Harley-Davidson® Riding Academy Ground Rules Acknowledgement

It is a prerequisite for this course that you are able to ride and balance a bicycle. The class will start on time and stay on schedule. If you miss a classroom session or range exercise, you will be dropped from the course. You are required to wear the following clothing during EVERY range session:

- **A DOT-approved helmet**
- **Eye protection, including non-tinted face shields, sunglasses, goggles, or glasses**
- **Long sleeve shirt or jacket**
- **Long pants, preferably jeans or leather**
- **Over-the-ankle boots or shoes**
- **Full-fingered gloves**

You will not be permitted to participate in range sessions without proper clothing.

Coaches will strive to provide a safe and orderly environment. Students behaving in a reckless, disrespectful, or unruly manner will be dropped from the class at the Coach's discretion.

You will be learning to ride in a group environment. Coaches will do their best to provide individual coaching and instruction to students. However, time is limited, and they must also keep the class on schedule.

The Harley-Davidson® Riding Academy New Rider Course takes a building block approach to learning to ride a motorcycle. Each exercise builds on new skills, knowledge, and confidence acquired in previous exercises. If you are unable to consistently achieve exercise objectives, the Coach will counsel you out of the course.

It is natural to be nervous about learning to ride a motorcycle. While some fear is to be expected, excessive fear can lead to tension and ultimately to mistakes on the riding range. If the Instructor perceives that you have an excessive amount of fear and are a danger to yourself or other students, the Coach will counsel you out of the course.

To obtain your Motorcycle Safety Foundation® Basic *RiderCourse*SM Completion Card, you will be required to pass both written and riding tests. The decision of the Coach is final with respect to whether or not you have passed or failed a test.

I understand and agree to these stated Ground Rules:

Signature: _____

Print Name: _____

Date: _____

Harley-Davidson of Kingwood

Riding Academy Policies

Pre-Class Online Course:

The MSF eCourse **MUST BE COMPLETED** before you attend any sessions. You **MUST** bring a printed copy of your eCourse Course Completion certificate with you. If you do not bring a copy, you will not be allowed to attend the course.

Payment Policy:

Payment in full must be received within 5 business days after registering for a class. If payment is not received within 5 business days from registration, the student will be dropped from the course to allow persons on the 'Wait List' to attend. Students registering within 5 business days of a first session must make payment by the next business day or they will be dropped from the course (the mandatory eCourse must still be completed before the first class session).

Attendance Policy:

Class and Range sessions start promptly as scheduled. Any student who is late will not be allowed to attend any part of the Class or Range sessions per Texas Department of Public Safety regulations. Any student who does not show proof of eCourse completion, fails to attend a session, leaves during any part of a session for any reason, will be considered to have voluntarily dropped the course, forfeits all fees, and must pay the full fee again to reschedule another class. Harley-Davidson of Kingwood assumes no responsibility for any part or portion missed because of illness, emergencies, or other events beyond its control.

Riding Equipment:

No personal motorcycles allowed for the New Rider Course or the Additional Practice Session.

Motorcycles for the Skilled Rider Course must be street legal, in good repair, and have valid insurance.

Helmets must be DOT compliant and in good condition. Modular helmets must be worn with the chin piece down/locked when seated on the motorcycle.

Long sleeve shirt or jacket and must cover from neck to waist and to the wrist/hands. No low-cut shirts allowed. Dress for the weather: hot, cold, rain, sun.

Long pants (heavy jeans preferred). No leggings, yoga pants, thin knits, warm-ups or sweat pants. No large holes in the clothing allowed.

Full fingered gloves.

Eye protection such as a helmet face shield, goggles, riding glasses. Regular prescription glasses and/or sunglasses are allowed.

Sturdy **OVER THE ANKLE** footwear (boots preferred). Make sure your footwear covers your ankle **completely**. No canvas sneakers/tennis shoes allowed.

Retesting Policy:

Per the Texas Department of Safety Motorcycle Safety Program, any failure of the written or skills evaluation is a failure for the entire course and **NO RETESTS** are allowed.

Refund Policy:

Refunds will be given only in the event Harley-Davidson of Kingwood cancels a course. There are no refunds given for student cancellation.

Cancellation Policy:

If cancellation by the student is necessary, Harley-Davidson of Kingwood must be contacted five (5) business days prior to the first session to receive credit towards another class session (no refunds given). Any cancellation by a student with less than five (5) business days' notice will result in forfeiture of all fees/credits and required to reregister at full price.

Signature

Date