

# MOTORCYCLE LICENSE RIDING TEST AGREEMENT

## READ THIS AGREEMENT CAREFULLY AS IT INCLUDES A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNITY OBLIGATION & COVENANT NOT TO SUE

I, the undersigned participant and/or parent, in consideration for Riders First LLC ("Riders First"), the skills testing entity, and the owners and/or providers of the premises upon which testing occurs, ("Premises Providers"), permitting the undersigned to participate in a motorcycle skills test on the premises, agree to all of the following terms and conditions:

### **PARTICIPATION IN, OR ATTENDANCE AT, ANY MOTORCYCLE LICENSE RIDING TEST ACTIVITY AND/OR USE OF ANY PROPERTY WHERE SUCH EVENTS OCCUR INCLUDING ANY PARKING AREA ("Premises") IS AT YOUR OWN RISK.**

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the testing activity; (b) my participation in the motorcycle test and evaluation 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 test participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and Motorcycling Activities and while I am on, entering or exiting the Premises I waive release and agree to indemnify Riders First and the Premises Providers.

**I, on behalf of myself, and my minor child (if applicable), my/our family members, personal representatives, and heirs, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO:**

1. **ASSUME ALL RISKS AND ALL RESPONSIBILITY** for the motorcycle license riding test and the use of the Premises; and
2. **RELEASE Riders First, Premises Providers, all event participants, spectators, sanctioning bodies, event organizers, sponsors, and all affiliates, directors, managers, officers, members, shareholders, owners, employees, representatives, and agents of each of the foregoing (collectively, "Released Parties") for any injuries, losses and/or damages, to any person or property,** including those caused solely or in part by negligence of the Released Parties, my negligence, a participant's negligence or negligence of any other person. I also agree that this release applies to any damage that occurs to, or from my ownership, use or operation of any motorcycle or helmet during the test or at the Premises;
3. **COVENANT NOT TO SUE** any of the Released Parties;
4. **WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO SUE THE RELEASED PARTIES** I now have or may have in the future for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the motorcycle skills test and the use of the Premises, including claims based on the sole or partial negligence of any Released Party; and
5. **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 test participants, for bodily injury, property damage, or other damages that may arise out of my participation in the test, including claims arising from the negligence of Released Parties, other test participants, or any other party.

Without limitation, **THE RISK AND DANGER ASSUMED, AND THE CLAIMS RELEASED BY UNDERSIGNED include all risks, dangers and claims** associated with injury, death, property damage, and/or illness, including but not limited to the potential risk and danger that you and/or any minor accompanying you may be exposed to, communicable disease, including but not limited to COVID-19. If the undersigned does not wish to or is not authorized to assume such risks or grant such releases on behalf of undersigned and/or any accompanying minors, they should immediately leave the Property with each accompanying minor.

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 test 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; (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; and (e) that participation in or attendance at the skills test 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 alcohol, substance, prescription drug, or non-prescription drug that could impair my performance in the test.

**I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ASSUME ANY AND ALL RISKS AND HEREBY RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND SHALL PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SKILLS TEST OR THE PREMISES.**

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
License or ID# and State

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian signature, if under 18

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
License or ID#

**PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE THIS FORM SIGNED BY A PARENT/GUARDIAN IN PERSON AT THE TRAINING LOCATION.**

**This test consists of five exercises that measure your motorcycle control and hazard-response skills. The final exercises involve speeds of about 20 mph. You will be scored on time and distance standards as well as path violations. The test may be ended for point accumulation, committing an unsafe act or failure to understand or follow instructions. You may stop the test at any time, but you must complete the entire test to pass it. Do you understand the instructions I have just read?**

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_