



CMSP CALIFORNIA MOTORCYCLIST SAFETY PROGRAM
COURSE WAIVER AND INDEMNIFICATION

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.

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

_____ In consideration of Valley Motorcycle Training Inc., the State of California, California Motorcyclist Safety Program, Total
 Initials Control Training, Inc., its sponsors, its supporters, its affiliates, its lessors, its training locations, 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 "Motorcycle Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Rider Education 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
 Initials 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 negligence of the Motorcycle Course Providers; the negligence of others, including other Motorcycle Rider Education 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 Motorcycle Course Providers for any injuries, losses and/or damages, including those caused solely or in part by the negligence of the Motorcycle Course Providers, or any other person.** If I have brought a motorcycle to use in the Motorcycle Rider Education Course, I also agree that this release applies to any damage that occurs to it during the Motorcycle Rider Education Class.

_____ I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of
 Initials motorcycles and motorcycle equipment and my participation in the Motorcycle Rider Education Course activities;

_____ 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
 Initials may have in the future to sue the Motorcycle 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 Motorcycle Course Providers' negligence.

_____ **I HAVE READ THIS WAIVER AND RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL
 Initials RISKS AND RELEASE THE ABOVE-NAMED MOTORCYCLE 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

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

_____ In consideration of Valley Motorcycle Training Inc., Total Control Training, Inc., its sponsors, its supporters, its affiliates, its
 Initials lessors, its training locations, the training sponsor, the owner of the training motorcycle, and the owner of the land upon which training occurs, including their members, employees, officers, instructors and/or agents (the "Motorcycle Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Rider Education Course, I agree as follows:

_____ I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Motorcycle Course
 Initials 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 Rider Education Course activities, including claims arising from the Motorcycle 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
 Initials ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ABOVE-NAMED MOTORCYCLE COURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE RIDER EDUCATION COURSE.**
 I have had the opportunity to ask any questions about the indemnification and hold harmless section and 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

MODEL RELEASE

For good and valuable Consideration of \$0.00 herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns any permission to license the Images and to use Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, magazines, educational usage, marketing and packaging for any products or services. I agree that the Images may be combined with other images, text and graphics, cropped, altered or modified.

I agree that I have no rights to the Images and all rights to the Images belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional Considerations or accounting, and that I will make no further claim for any reason to the Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual and will be governed by the laws of Maryland.

I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this release.

Definitions:

"MODEL" means me and includes my appearance, likeness and form.

"MEDIA" means all media including digital, electronic, print, television, film or other media now known or to be invented.

"PHOTGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.

"ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.

"CONSIDERATIONS" means something of value I have received in exchange for the rights granted by me in this release.

"SHOOT" means the photographic or film session describes in this form.

"PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "we" and "us" in this release.

Photographer/Filmmaker Information:

Valley Motorcycle Training Inc.

P.O. Box 27855

Fresno, CA 93729-7855

www.ValleyMotorcycleTraining.com

Shoot Description: CMSP Course

PRINT NAME

DATE OF BIRTH

SIGNATURE

DATE

ADDRESS

PHONE

CITY

STATE

ZIP

EMAIL

Parents(s) or Guardians(s) (if person is a minor or lacks capacity in the jurisdiction of residence.) Parent warrants and represents that Parent is the legal guardian of Model and has full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL'S IMAGES.

SIGNATURE OF PARENT OR GUARDIAN (if less than 18 years old)

DATE

ADDRESS

PHONE

CITY

STATE

ZIP

EMAIL