

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.

agents (the "Motorcycle Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Mider 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 motorcycles and motorcycle equipment and my participation in the Motorcycle Safety Course activities; (b) my participation in such andre vise of such equipment may result in injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTITAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH risks and dangers may be caused by negligence of the Motorcycle Course Providers; the negligence of others, including other Mot Rider Education Course participants; and may arise from forseeable or unforseeable causes; and agree to release the Motorcycle Course Providers; the negligence of others, including other Mot Rider Education Course participants; and may arise from forseeable or unforseeable causes; and agree to release the Motorcycle Course Providers, or any other person. If I have brought a motorcycle to use in Motorcycle Rider Education Course, I also agree that this release applies to any damage, including 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 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 may have in the future to sue the Motorcycle Course Providers for any and all injury, damage, or death I may suffer arising from my rider in the future of the motor of the training motorcycle and the motor of the motorcycle Course Providers for any and all injury, damage, or death I may suffer arising from my rider in the future of the motorcycle Course Providers for any	READ (nitials nitials	In consideration of Valley Motorcycle Training Inc. In consideration of Valley Motorcycle Training Inc. In consideration of Valley Motorcycle Training Inc. It is sponsors its supporters its affiliates it 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 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 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 ahdinderstand its terms and meaning
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READ CAREFULLY THIS SECTION IS A LEGAL BELEASE ASSUMPTION	Initials	In consideration of Valley Motorcycle Training Inc.

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.

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

STATE

ADDRESS

CITY

"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.

ZIP

DATE

PHONE

EMAIL