Ohio | Bureau of Motor Vehicles
Motorcycle Ohio

OHIO DEPARTMENT OF PUBLIC SAFETY
MOTORCYCLE OHIO

MOTORCYCLE SAFETY COURSE
WAIVER & INDEMNIFICATION

NAME (FIRST)	MIDDLE INITIAL	LAST		E-MAIL	
ADDRESS		CITY	STATE	ZIP CODE	COUNTY
DRIVER LICENSE / TEMP #	PRIMARY PHONE	GENDER ☐ Male ☐ Female	DATE OF BIRTH		AGE

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 Ohio Department of Public Safety, 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 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 AND / OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (c) these risks and dangers may be caused by my negligence; 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 including myself, as well as any costs, judgments or settlements which may be brought or entered against them as a result of my participation in these activities and / or using the equipment. 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 my negligence, others' negligence, or the Safety Course Providers' negligence.

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

In consideration of Ohio Department of Public Safety, 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 RELEASE AGREEMENT AND 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 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.

The release and waiver section must be signed and witnessed by instructor on the first day of class. If you are a minor, parent or legal guardian signature required below.

PARTICIPANT NAME (PLEASE PRINT)	PARTICIPANT SIGNATURE X	DATE
WITNESSING INSTRUCTOR NAME (PLEASE PRINT)	WITNESSING INSTRUCTOR SIGNATURE X	DATE

If you are 15½ - 17 years old, you <u>and</u> your parent or legal guardian must either sign this section in the presence of the course instructor – <u>OR</u> in the presence of a Notary Public prior to class.

PARENT OR LEGAL GUARDIAN SIGNATURE X	RELATIONSHIP	☐ **Checked Parent/Guardian ID**

Notary:

Sworn to and subscribed in my presence this _____ day of _____, 20 ____ in _____ County,

State of _____.

(Notary Seal)

Signature of Notary Public **X** _____ My commission expires _____