



**MOTORCYCLE SAFETY COURSE
WAIVER & INDEMNIFICATION FORM**

Full Name: _____

Street Address: _____

City, State, Zip _____ Date of Birth: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Driver License # & State: _____

Do you have a motorcycle endorsement on your license? _____ Yes _____ No Learner’s Permit? _____

Both sections of this form must be completed, signed, and forwarded to the Continuing Education Department prior to the first class session.

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 will not use any form of alcohol, prescription or non-prescription medication that could impair performance during the course.

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

In consideration of The North Carolina Community College System, Lenoir Community College, the Sponsoring Community College, and the Motorcycle Safety Foundation, 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 the negligence of the Safety Course Providers; the negligence of others, including other Safety Courses 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 Motorcycle Safety Course.

I agree and understand that on behalf of myself, my personal representative, 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 NORTH CAROLINA COMMUNITY COLLEGE SYSTEM, LENOIR COMMUNITY COLLEGE, THE SPONSORING COMMUNITY COLLEGE, AND THE MOTORCYCLE SAFETY FOUNDATION 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 and all questions (by calling NCC Motorcycle Safety Course Coordinator at 252-451-8324) about the above waiver and release and I understand it’s terms and meaning.

Participant Name (PRINTED) Date

Participant Signature Date

Parent/Legal Guardian Name (PRINTED) Date

Parent/Legal Guardian Signature Date



**MOTORCYCLE SAFETY COURSE
WAIVER & INDEMNIFICATION FORM– Continued**

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

In consideration of The North Carolina Community College System, Lenoir Community College, the Sponsoring Community College, and the Motorcycle Safety Foundation, 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 BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE NORTH CAROLINA COMMUNITY COLLEGE SYSTEM, LENIOR COMMUNITY COLLEGE, THE SPONSORING COMMUNITY COLLEGE, AND THE MOTORCYCLE SAFETY FOUNDATION ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE SAFETY COURSE.

I have had the opportunity to ask any and all questions (by calling NCC Motorcycle Safety Course Coordinator at 252-451-8324) about this indemnification and hold harmless section and I understand its terms and meaning.

Participant Name (PRINTED) Date

Participant Signature Date

Parent/Legal Guardian Name (PRINTED) Date

Parent/Legal Guardian Signature Date

**USING YOUR OWN MOTORCYCLE
Motorcycle Insurance Information**

Name/Make of Motorcycle _____

Insurance Company _____

Policy Number _____

I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE TO MY PERSONAL MOTORCYCLE OR EQUIPMENT THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN A MOTORCYCLE SAFETY COURSE.

Signature _____ Date _____