

Harley-Davidson® Riding Academy Ground Rules Acknowledgement

The class will start on time and stay on schedule. If you miss a classroom session or range exercise, you will be dropped from the course.

You are required to wear the following clothing during EVERY range session:

- **A DOT-approved helmet**
- **Eye protection, including non-tinted face shields, sunglasses, goggles, or glasses**
- **Long sleeve shirt or jacket**
- **Long pants, preferably jeans or leather**
- **Over-the-ankle boots or shoes**
- **Full-fingered gloves**

You will not be permitted to participate in range sessions without proper clothing.

Coaches will strive to provide a safe and orderly environment. Students behaving in a reckless, disrespectful, or unruly manner will be dropped from the class at the Coach's discretion.

You will be learning to ride in a group environment. Coaches will do their best to provide individual coaching and instruction to students. However, time is limited, and they must also keep the class on schedule.

The Harley-Davidson® Riding Academy New Rider Course takes a building block approach to learning to ride a motorcycle. Each exercise builds on new skills, knowledge, and confidence acquired in previous exercises. If you are unable to consistently achieve exercise objectives, the Coach will counsel you out of the course.

It is natural to be nervous about learning to ride a motorcycle. While some fear is to be expected, excessive fear can lead to tension and ultimately to mistakes on the riding range. If the Instructor perceives that you have an excessive amount of fear and are a danger to yourself or other students, the Coach will counsel you out of the course.

To obtain your Motorcycle Safety Foundation® Basic *RiderCourse*SM Completion Card, you will be required to pass both written and riding tests. The decision of the Coach is final with respect to whether or not you have passed or failed a test.

I understand and agree to these stated Ground Rules:

Signature: _____

Print Name: _____

Date: _____

Harley-Davidson® Riding Academy General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue

READ CAREFULLY. Provide all required information and complete any blanks before signing. Participants under 18 years of age must have a parent or authorized guardian sign in person at the Course Location.

Course Description & Dates: MSF 3-Wheel Basic RiderCourse to be held on _____

Course Location: Pensacola Harley-Davidson, 6385 Pensacola Blvd, Pensacola, Florida, 32505

In consideration for the undersigned individual (“I”, “me”, “my” or “Participant”) being permitted to enter the Course Location, as well as attend or participate in the training provided in the Course in any manner whatsoever (including but not limited to the observation of the Course, my use of or proximity to motorcycles or other vehicles and equipment in use at the Course Location, and my presence at the Course Location, including but not limited to any and all Restricted Areas (defined as any area requiring special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited, including, without limitation, the training range area)) (herein collectively referred to as the “Course” or “Motorcycling Activities”), I, the undersigned Participant, on behalf of myself, my personal representatives, estate, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

- (1) **THE COURSE AND MOTORCYCLING ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE.** These dangers and risks can arise from a range of foreseen or unforeseen causes, including, without limitation, crashes, vehicle or equipment failures, range and riding surface conditions, adverse weather conditions, participant error, and both negligent or non-negligent acts and omissions of Released Parties (as that term is defined herein), myself or other Course participants. These dangers and risks expressly include but are not limited to negligent rescue operations and/or negligent procedures of one or more of the Released Parties.
- (2) Without in any way modifying or limiting the scope of this General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue (this “Agreement”), I shall, immediately upon entering any Restricted Area, and continuously thereafter, inspect such Restricted Area for any safety concerns. If, at any time, I am in or about a Restricted Area that I believe to be unsafe or unsatisfactory for any reason, or if I am requested to engage in an activity that I believe to be unsafe or outside my capability for any reason, I shall immediately advise the on-site Course managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Course.
- (3) Motorcycling Activities are physically and mentally demanding, and require personal discipline, stamina, coordination, judgment, concentration and mental alertness. I am in good general health, and have no known physical or mental limitations that could impair my performance in the Course. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Course.
- (4) This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Course security, and is intended to be as broad and inclusive as is permitted by the laws of the State, Province or Territory in which the Course is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, estate, assigns, heirs and next of kin, all rights and benefits conferred by any statute or other law that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein. If I have brought a motorcycle, helmet or other safety equipment to use in the Course, I agree that this Agreement extends to all Losses and Claims (as those terms are defined herein) that may occur, arise out of, or relate in any way to such motorcycle or equipment.
- (5) If any portion of this Agreement is found to be unenforceable or invalid, it is agreed that the balance and remainder of this Agreement shall, notwithstanding, continue in full legal force and effect, and shall be construed as though the unenforceable or invalid portion had never been contained herein.

GENERAL RELEASE AND WAIVER OF LIABILITY. I, the undersigned Participant, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the “Releasers”), release, exempt and hold harmless the Harley-Davidson Motor Company, Inc., all persons or entities promoting or sponsoring the Course, sanctioning or administrative organizations or any affiliated entities thereof, owners, lessees and operators of the Course Location, the training range facility and other premises used to conduct the Course, vehicle owners and manufacturers, other Course participants and riders, training range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, premises and Course inspectors, the individuals (including training instructors) conducting the Course, Pensacola Harley-Davidson & Biker Training LLC, and the Motorcycle Safety Foundation, Inc., including each of their respective affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and agents (collectively, the “Released Parties”) from any and all losses, liabilities, damages, fees and costs arising out of or related to the Course or conditions at the Course Location (collectively, “Losses”), and any and all claims, demands, lawsuits and causes of action brought by me or the other Releasers, arising out or related to the Course, whether on account of injury or death to myself or any other person, or damage to any property, or otherwise (collectively, “Claims”), including Losses and Claims caused solely or in part by negligence of one or more of the Released Parties or otherwise.

ASSUMPTION OF RISK. I, the undersigned Participant, hereby personally and on behalf of the other Releasers, knowingly and voluntarily assume full responsibility for any and all risk of bodily or personal injury, death, and property damage, whether foreseen or unforeseen, and whether caused by the negligence of any Released Party or otherwise, that may occur, arise out of, or relate in any way to the Course or conditions at the Course Location (including without limitation conditions that are open and obvious, inherently dangerous, or caused by negligence).

INDEMNITY AGREEMENT. I, the undersigned Participant, hereby personally and on behalf of the other Releasers, agree to indemnify, defend, save and hold harmless the Released Parties from and against any and all Losses and Claims they may incur arising out of or related in any manner to my attendance at or participation in the Course, whether brought by Released Parties, other Course participants or any other individuals or entities, whether on account of bodily or personal injury, death, property damage, or otherwise, and whether caused by the negligence of any Released Party or otherwise. This indemnity obligation expressly includes the obligation to reimburse the Released Parties for all of their reasonable attorneys’ fees and legal costs if I commence a legal proceeding governed by this Agreement.

COVENANT NOT TO SUE. I, the undersigned Participant, hereby personally and on behalf of the other Releasers, covenant not to sue, and relinquish any and all rights I now have or may have in the future to sue, the Released Parties for any and all injury, death, or damage, whether known or unknown, that I may suffer arising from the Course or Motorcycling Activities, including claims based on the Released Parties’ negligence.

I HAVE READ THE ENTIRETY OF BOTH PAGES OF THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY RIGHT TO BRING A LAWSUIT IF I AM INJURED DURING THE COURSE. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. BY SIGNING BELOW, I AGREE TO ALL THE TERMS HEREIN. MY SIGNATURE BELOW SERVES AS A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Print Participant Full Name – First, Middle, Last

License or ID# and State

Date Signed – MM/DD/YYYY

Participant Signature

Print Full Name of Parent/Legal Guardian, and

(or Parent/Legal Guardian signature if Participant is under age 18) state relationship to Participant



WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY

Can-Am® On-Road Vehicle: I, _____ (herein after referred to as "I" or "Participant"), represent that I have reached the age of majority in the State where this Waiver and Release of Liability ("Waiver") is signed or that I am the parent or legal guardian of the Participant who has not reached the age of majority in the State where this Waiver is signed and therefore signing this Waiver on Participant's behalf.

I represent that I possess a valid driver's license (if applicable). I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a model specifically designed by the manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration (the "Activities") of Can-Am® On-Road Vehicles (the "Product(s)"). I expressly agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT approved helmet.

WARNING: DANGERS OF PARTICIPATION

I UNDERSTAND THAT THE ACTIVITIES AND USE OF THE PRODUCTS CAN BE DANGEROUS DEPENDING UPON HOW THEY ARE PERFORMED AND INVOLVE A VARIETY OF RISKS, INCLUDING BY WAY OF EXAMPLE ONLY AND WITHOUT LIMITATION: TIPPING/ROLLING OVER, DIFFICULTY IN STEERING, PROBLEMS WITH HANDLING CHARACTERISTICS OF THE PRODUCTS, DIFFICULTY IN STOPPING THE PRODUCTS, CRASHING THE PRODUCTS, FATIGUE, EXHAUSTION AND/OR SERIOUS PHYSICAL INJURY, INCLUDING BRAIN DAMAGE, PARALYSIS OR DEATH.

1. Assumption of Risk

I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE PRODUCTS OR PARTICIPATING IN THE ACTIVITIES. I hereby undertake and agree, while using the Product or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Product's use, to comply with directions and/or instructions given, including without limitation the content of the Safety Checklist attached. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Products, and personal injuries or property damage incurred by others as a result of my conduct and use of the Products or participating in the Activities.

2. Rules of Participation and Familiarity with Attached Safety Checklist

I have familiarized myself with the rules applicable to use of the Products and I am familiar with the attached Safety Checklist (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

3. No Alcohol or Drug Consumption

I hereby agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

4. Waiver and Release of Liability

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Bombardier Recreational Products Inc., BRP US Inc, their affiliates and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers,



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insurance adjusters, insurance agents and brokers, including without limitation any **participating BRP authorized dealerships** (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activities, the Products, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

5. **Specific Release/Waiver of Unknown Claims**

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activities or the Products and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

6. **Indemnification**

I hereby agree to indemnify, defend (with counsel satisfactory to Released Parties) and hold harmless the Released Parties against any and all third-party claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

7. **Responsibility**

It is understood that, should I allow anyone other than myself to operate or use the Products, I agree to be fully and completely responsible for the safe use of the Products, and I will insure that they have signed a Waiver and Release of Liability. All passengers must also sign a Waiver and Release of Liability.

8. **No Representations or Warranties by Released Parties**

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities and/or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

9. **Entire Agreement/Severability**

This Waiver contains the entire agreement between me and the Released Parties, and the terms of this Waiver are contractual. This Waiver may not be modified in any way. If any part of this Waiver is determined to be invalid by law, all other parts of this Waiver shall remain valid and enforceable. This Waiver shall be governed, without regard to conflict of law provisions, by the laws of the State of Florida.

10. **Consent and Release for Use of Image**

For good and valuable consideration, receipt and sufficiency of which is acknowledged, I grant to Bombardier Recreational Products Inc., its subsidiaries and affiliates (collectively "BRP") the unrestricted, absolute, perpetual, right and license to reproduce, copy, modify, display, distribute, perform, broadcast, transmit, create derivatives from, and otherwise use in perpetuity my likeness, voice, image, quotes, name and photograph(s), in whole or in part (collectively called



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the “Works”) throughout the world, in any media or embodiment now known or hereafter to become known, including without limitation, television, print, CD-ROM, the Internet and online media for the purpose of advertising, publicity, trade or any other lawful purpose whatsoever including, without limitation, to support BRP’s business. I agree that no use of the Works need be submitted to me for any approval and that I will not hold BRP, or anyone who receives permission from BRP, liable from use, reproduction, display, and distribution of the Works in accordance with the terms hereof, including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity. I hereby release BRP from any claims and/or damages that may arise regarding the use, reproduction, display, and distribution of my image, name, voice, words and/or likeness including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity.

11. Full Understanding of Release and Waiver/ No Coercion

I declare that I have fully read and understood this final and complete Waiver, including the applicable safety checklist(s).

I declare that I have not been influenced to any extent whatever in making this Waiver by any representations or statements regarding the Activities, Products, or any other matters, made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.

I voluntarily and knowingly allow Bombardier Recreational Products Inc., its affiliate and subsidiaries and authorized dealers to collect my name, postal address, email address and phone number so that they may contact me for marketing and promotional purposes related to BRP products and services.

Executed this ____ day of _____ 20____, in the State of _____.

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian,
If applicable)

Name: _____
(Print)



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Safety Checklist – Can-Am® On-Road Vehicle

It is important that you read and understand these elements before using a Can-Am® On-Road Vehicle. Please initial each item to indicate that you have read and understand these reminders before riding the vehicle (Driver and/or Passenger).

_____ All riders must wear an approved helmet, eye protection and appropriate protective clothing.

_____ Understand and respect the performance and operational characteristics of the vehicle. Read and follow the warning labels on the vehicle.

_____ Passenger must be able to reach the passenger footrests and handholds.

_____ This vehicle is not a motorcycle.

_____ This vehicle is wider than a motorcycle.

_____ Use the right-foot pedal to brake all 3 wheels.

_____ Always steer directly in the direction of the turn. DO NOT countersteer to initiate a turn.

_____ Always operate at safe speed and keep a safe distance from others considering the traffic, road conditions, visibility conditions and your experience. Be prepared to stop or alter course in case of emergencies.

_____ Do not drink alcohol or use drugs before or during operation (Driver and passenger(s)).

Executed this _____ day of _____ 20____, in the State of _____.

READ, UNDERSTOOD AND ACCEPTED BY:

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian,
If applicable)

Name: _____
(Print)



REFUND/CANCELLATION POLICY

When enrolling, you are purchasing a seat in the class of your choice. Once purchased, that seat is set aside for only your use. Please select the date that will ensure you can attend each day for the times indicated. You must attend all class/range sessions.

Cancellation: All fees are nonrefundable unless students call 850-456-2277 or email ridingacademy@pensacolaharley.com 6 days prior to their scheduled class to obtain a partial refund. A partial refund is full tuition minus a \$99 processing fee.

Postponement: There is no charge for postponement provided the student calls or emails at least 48 hours prior to the start of their scheduled class. If less than 48 hours prior or if a student does not complete the entire class, a seat in a subsequent class may be purchased for \$250.00.

Late Arrivals: Learning to ride a motorcycle requires skill progression. This progression begins with small tasks and builds to larger, more complex tasks. It is critical that students arrive on time. Preferably, come early! If you miss a class or range session, you will not be allowed to complete the course and will have to purchase another seat in a later class.

eCourse: The eCourse is a national requirement for motorcycle training. If you do not complete the eCourse, you will not be allowed to take the knowledge test.

Counseling on: It is natural to be nervous about learning to ride a motorcycle. While some fear is to be expected, excessive fear can lead to tension and ultimately to mistakes. If the instructor perceives that you have an excessive amount of fear and are a danger to yourself or others, the Coach will counsel you out of the course.

All sales are final, and no refunds will be issued.

Print – Participant Name

Signature of Participant

Date