

Harley-Davidson® Riding Academy Ground Rules Acknowledgement

It is a prerequisite for this course that you are able to ride and balance a bicycle. 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 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



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