

Course Name	Course Date(s)
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CONSENT TO RELEASE OSU TEAM OREGON FROM NEGLIGENCE CLAIMS

This form must be completed, signed and given to your instructor at the beginning of class. Participants under the age of 18 years must have the signed approval of a parent or legal guardian to enroll in this course.

This motorcycle rider course is provided by the Team Oregon Motorcycle Safety Program. The goal of the course is to expose riders to a wide range of motorcycle operations in order for the student to work towards proficiency as a motorcyclist. We do not assume responsibility for the safe operation of your motorcycle. It is your responsibility to stop training if you feel uncomfortable, unsafe, unable to concentrate, unable to follow directions, fatigued, or pushed beyond your limits.

Participation in this course requires motor coordination, mental alertness, and physical stamina. The undersigned hereby attests they have no known health-related reasons or problems, to include physical or mental limitations, that preclude or restrict their participation and during this course will not use any form of intoxicants that could impair their performance in this course. The undersigned attests they have the physical and mental preparedness to operate a motorcycle and are capable of sustaining physical and cognitive exertion over a period of five hours.

Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> X	Last Name (must match driver license)	First Name (must match driver license)			Middle Initial
Mailing Address		City, State		ZIP	
E-mail Address		Driver License Number	State	Expiration Date	Date of Birth
Phone Number (primary)		Phone Number (secondary)			
Emergency Contact Name		Emergency Contact Phone Number			

RELEASE, WAIVER AND INDEMNIFICATION

The undersigned participant and their legal guardian (if participant is under the age of 18) do hereby execute this release, waiver and indemnification for themselves and their heirs, successors, representatives and assigns, and hereby agrees to the following:

1. TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Oregon State University, Team Oregon Motorcycle Safety Program, State Of Oregon, Oregon Department Of Transportation, Course Sponsor(s), Property Owner(s), their board members, employees, agents, representatives and those governmental agencies and other organizations affiliated with this course, herein referred as "releasees," from any and all negligence claims and causes of action, liability for negligence and any related damage or costs, including but not limited to all bodily injuries, death, illness and property damage arising from participation in this motorcycle rider course.

2. TO INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in this motorcycle training course. This indemnification shall include attorneys' fees incurred and it is specifically agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.

3. TO ACKNOWLEDGE AND AGREE that motorcycle riding is dangerous and may involve severe bodily injury, death, illness, and property damage and further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release, waiver and indemnity agreement shall be construed in accordance with the laws of the State of Oregon without regard to conflict of law or choice of law provisions. Any claim, suit or action (a "Claim") between the Parties that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Benton County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon or Oregon State University of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

4. TO AGREE AND ACCEPT to be responsible for their own medical, emergency, and transport expenses in the event of accident or illness that occurs during the course or is caused by the course.

I have carefully read this release and understand its contents. I verify that the information I have provided is true and correct. I voluntarily sign the waiver and assume the risks of riding in consideration for participation in the course.

Participant's Signature	Date
Parent/Legal Guardian's Signature (students under age 18)	Date
Parent/Legal Guardian's Name - Print (students under age 18)	