



Rider's Edge® Release and Waiver

I, the undersigned participant (and if participant is under the age of 18 years, his/her parent or legal guardian), on my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively, "Heirs and Assigns"), for and in consideration of the furnishing to me of services, equipment and/or curriculum in connection with my participation in the Rider's Edge® New Rider Course or the Rider's Edge® Skilled Rider Course (hereinafter, in either case, the "Class"), and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

I hereby **RELEASE AND FOREVER DISCHARGE** (i) Harley-Davidson Motor Company, Inc., Harley-Davidson, Inc., Buell Motorcycle Company, LLC, each of their respective parent, subsidiary, and affiliated companies, those governmental agencies and other organizations affiliated with the Class, including but not limited to the Motorcycle Safety Foundation® and its members, and all of their respective officers, directors, employees and agents; (ii) all authorized dealers of Harley-Davidson Motor Company or Buell Motorcycle Company who are sponsoring or operating the Class and all of their respective officers, directors, employees and agents; and (iii) all Class instructors and Class participants (hereinafter all collectively referred to as "Released Parties") from **ANY AND ALL CLAIMS, RIGHTS, CAUSES OF ACTION AND LOSSES (collectively, "CLAIMS") OF ANY KIND OR CHARACTER, IN ANY MANNER OR BY ANY MEANS, IN ANY WAY RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, MY PARTICIPATION IN THE CLASS, REGARDLESS OF WHETHER SUCH CLAIMS, RIGHTS, CAUSES OF ACTION AND LOSSES ARE KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE, LIQUIDATED OR UNLIQUIDATED OR FORESEEN OR UNFORESEEN, AT THE TIME OF MY PARTICIPATION IN THE CLASS, OR BY OPERATION OF LAW OR OTHERWISE.**

THESE FORMS MUST BE PRINTED ON SEPARATE SHEETS OF PAPER AND SIGNED BY THE STUDENTS PRIOR TO STARTING THE COURSE!
(This text & box will not print)

I acknowledge and understand that by my signing this Release I and my Heirs and Assigns **DISCHARGES ANY AND ALL CLAIMS, RIGHTS, CAUSES OF ACTION AND LOSSES OF ANY KIND OR CHARACTER, IN ANY MANNER OR BY ANY MEANS, IN ANY WAY RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, MY PARTICIPATION IN THE CLASS, REGARDLESS OF WHETHER SUCH CLAIMS, RIGHTS, CAUSES OF ACTION AND LOSSES ARE KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE, LIQUIDATED OR UNLIQUIDATED OR FORESEEN OR UNFORESEEN, AT THE TIME OF MY PARTICIPATION IN THE CLASS, OR BY OPERATION OF LAW OR OTHERWISE.**

I acknowledge and understand that by my signing this Release I and my Heirs and Assigns **AGREE NOT TO SUE** any or all of the Released Parties for any injury, damage or death to myself, my property, any other person or such other person's property resulting from, or arising out of or in connection with, my participation in the Class.

I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of this Release, including but not limited to **Section 1542 of the California Civil Code**, which provides:

"A general release does not extend to claims which [a person] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the [released parties]."

I acknowledge that I am aware that I may later discover facts in addition to or different from those that I now know or believe to be true with respect to the subject matter of this Release, and I agree and understand that I may have Claims against the Released Parties of which, at the time I execute this Release, I have no knowledge or suspicion. I nonetheless agree that this Release extends to all Claims in any way based upon, connected with or related to my participation in the Class or the other matters described above, whether or not known, claimed or suspected by me, which now exist, may now or in the future exist, or previously existed between me and the Released Parties.

If a court or other legal authority determines that any part of this Release is unenforceable, the remainder of this Release will remain in full force and effect.

By signing this Release, I certify that I have read this Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties, and that I have been given the opportunity and sufficient time to read and ask questions regarding this Release.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT.

Signature _____ Print name _____ Age _____ Date _____

Signature of Parent or Guardian (if participant is under the age of 18 years old) _____



Rider's Edge® Acknowledgements and Assumption of Risk

I, the undersigned participant (and if participant is under the age of 18 years, his/her parent or legal guardian) hereby agree as follows: I have been given the opportunity to participate in the Rider's Edge® New Rider Course or the Rider's Edge® Skilled Rider Course (hereinafter, in either case, the "Class"). The Class is a motorcycle instruction and safety course.

I fully understand and acknowledge that operating, and learning to operate, a motorcycle are activities that have their own unique risks, and that serious injury or death could result from participating in the Class through no fault of my own. I understand that these risks may be caused by the negligence or fault of the Class instructor(s) or sponsors, or the negligence or fault of me, other Class participants or other persons, or may arise from the repair, maintenance or operation of the motorcycles used in the Class, weather conditions during the time the Class is conducted, or other causes, whether foreseeable or unforeseeable. I am voluntarily participating in the Class. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENT, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PAIN AND SUFFERING, THAT I MIGHT SUFFER AS A RESULT OF MY LEARNING TO OPERATE OR OTHERWISE PARTICIPATING IN THE CLASS.**

I acknowledge that participation in the Class requires the use of a motorcycle. I hereby confirm that I have no knowledge of any laws, regulations or restrictions that apply to the use of a motorcycle and participate in the Class.

I am not at this time taking any medications that may impair my ability to operate a motorcycle or use any illegal substances or any such substances.

If I am a minor, I acknowledge that I am solely responsible for the motorcycle and for my actions during the Class.

I agree to operate the motorcycle safely and within the limits of the law and my abilities. I agree to follow the directions of the Class instructor(s) at all times during the Class.

I agree to wear at all times while operating a motorcycle during the Class a properly-fitted motorcycle helmet. **I acknowledge that it is my responsibility to determine which helmet size best fits my head, and that the Class instructor(s) or sponsor are not responsible for determining my proper helmet size.** Any assistance provided to me in choosing a proper fitting helmet is not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident. I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug. If the Class instructor(s) or sponsor has provided me a helmet, I acknowledge that I was provided with the helmet size I requested, and that the helmet fits me properly. If I am using a helmet provided by me or any other person, I acknowledge that the helmet fits me properly.

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND IT, THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS OF HARLEY-DAVIDSON MOTOR COMPANY, BUELL MOTORCYCLE COMPANY, LLC, THE MOTORCYCLE SAFETY FOUNDATION OR ITS MEMBERS, THE CLASS SPONSOR, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND SUFFICIENT TIME TO READ AND ASK QUESTIONS REGARDING THIS DOCUMENT.

Signature _____ Print name _____ Date _____

Signature of Parent or Guardian (if participant is under the age of 18 years old) _____

Witness _____ Date _____