



## **Legal Release, Assumption of Risk, Liability Waiver & Covenant Not to Sue and Indemnification Agreement**

Part 1. Program description. Maryland M.O.T.O.R.S. (Motor Officers Teaching Other Riders Safety) is a motorcycle safety class taught by motor officers from the Maryland State Police (MSP) and other allied Maryland law enforcement agencies. These safety classes have two parts. There is an interactive classroom lecture where civilian riders are taught rider safety and other topics such as safety gear, motorcycle risk and safe riding techniques by experienced police motor officers. There is a road portion whereby civilian riders are accompanied by the motor officers on an actual ride. During and after the ride, the officers communicate with the civilian riders about ways to stay safe, along with critiques of riding techniques intended to increase the safety of the civilian riders. There is also a low speed cone course which simulates the training exercises that police motor officers complete. The civilian rides will have an opportunity to try to negotiate this course with help and support from the police motor officers. The low speed course is held on a closed parking lot with no traffic and the course is designed for civilian use. This program is funded by a grant issued to the MSP by MDOT MVA's Maryland Highway Safety Office (MHSO). The program is managed in partnership by the MSP and the MHSO.

### **PART 2. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT**

In consideration of MSP and Maryland M.O.T.O.R.S., and all other participants including their members, employees, officers and/or agents, and their employers (the 'Safety Assessment Providers'), furnishing services, equipment, and/or curriculum to enable me to participate in the Maryland M.O.T.O.R.S. assessment, 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 Maryland M.O.T.O.R.S. assessment activities as described above; (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 Maryland M.O.T.O.R.S. assessment 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 MSP, and the Maryland M.O.T.O.R.S. assessment Providers for any injuries, losses and/or damages, including those caused solely or in part by the negligence of the the MSP, the Safety Assessment Providers, or any other person. If I have brought a motorcycle to use in the Maryland M.O.T.O.R.S. assessment, I also agree that this release applies to any damage that occurs to it during the Maryland M.O.T.O.R.S. safety classes.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the Maryland M.O.T.O.R.S.

assessment 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 MSP, MARYLAND M.O.T.O.R.S. AND all Safety Assessment Providers 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 about the above waiver and release and I understand its terms and meaning.

\_\_\_\_\_ **I assume all risks and waive my right to sue.**

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

In consideration of MSP and Maryland M.O.T.O.R.S., including their members, employees, officers and/or agents (the 'Safety Assessment Providers'), furnishing services, equipment, and/or curriculum to enable me to participate in the Maryland M.O.T.O.R.S. assessment, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Assessment 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 Maryland M.O.T.O.R.S. activities, including claims arising from the MSP, employees of MSP, and all participants in Maryland M.O.T.O.R.S including all Safety Assessment 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 MSP and its employees, MARYLAND M.O.T.O.R.S. and the , Safety Assessment Providers ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE ASSESSMENT.

I have had the opportunity to ask any and all questions about this indemnification and hold harmless section and I understand its terms and meaning.

\_\_\_\_\_ **I agree to indemnify and hold harmless MSP, its employees, and all participants in MARYLAND M.O.T.O.R.S. including the Safety Assessment Providers and all agencies associated with Maryland M.O.T.O.R.S.**

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Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date