

HARLEY-DAVIDSON® RIDING ACADEMY GENERAL RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration of the Harley-Davidson Motor Company, Inc., the Motorcycle Safety Foundation, Inc., the training sponsor, the owner of the training motorcycle and the premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this Harley-Davidson Riding Academy course (the "Course"), **the undersigned participant agrees to all of the following:**

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I, the undersigned, hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS SECTION IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK AND COVENANT NOT TO SUE AGREEMENT

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of motorcycles and motorcycling equipment ("Motorcycling Activities"); (b) my participation in the Course and/or Motorcycling Activities may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and/or Motorcycling Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought a motorcycle or helmet to use in the Course, I also agree that this Agreement applies to any damage that occurs to or from my motorcycle or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from motorcycle riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

(Participant Name – Please Print)

(License or ID# and State)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

(License or ID# and State)

READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of motorcycles and motorcycle equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

(Participant Name – Please Print)

(License or ID# and State)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

(License or ID# and State)

HARLEY-DAVIDSON® RIDING ACADEMY 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 Harley-Davidson® Riding Academy New Rider Course or the Harley-Davidson Riding Academy 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 coach(es) 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 ACCIDENTS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, THAT I MIGHT SUFFER AS A RESULT OF MY LEARNING TO OPERATE OR OPERATING A MOTORCYCLE AND OTHERWISE PARTICIPATING IN THE CLASS.**

I acknowledge that participation in the Class requires physical stamina, motor coordination, and mental alertness. I hereby confirm that I have no known physical or mental limitations that might impair my ability to operate a motorcycle and participate in the Class.

I am not at this time under the influence of alcohol, drugs, other illegal substances, or any medications that may impair my judgment or my ability to operate a motorcycle. I agree that I will not operate a motorcycle or otherwise participate in the Class while under the influence of alcohol, drugs, other illegal substances or any such medications.

If I bring my own motorcycle to use in the Class, I acknowledge that I am solely responsible for the motorcycle and for any damage that it may sustain or cause during the Class.

I agree to participate in the Class safely and within the limits of the law and my abilities. I agree to follow the directions of the Class coach(es) 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 coach(es) 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 coach(es) 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, 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 _____ Print Name _____ Date _____

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.

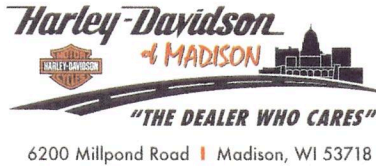
To obtain your Motorcycle Safety Foundation® Basic *RiderCourse*SM Completion Card, you will be required to pass both written and riding tests. The decision of the Coach is final with respect to whether or not you have passed or failed a test.

I understand and agree to these stated Ground Rules:

Signature: _____

Print Name: _____

Date: _____



HARLEY-DAVIDSON OF MADISON RIDING ACADEMY BASIC RIDER COURSE PHOTO & VIDEO RELEASE WAIVER

I hereby grant Harley-Davidson of Madison permission to use my likeness in a photograph and/or video in all its publications, including websites, without payment or any other consideration.

I understand and agree that these materials will become the property of Harley-Davidson of Madison and will not be returned.

I hereby irrevocably authorize Harley-Davidson of Madison to edit, alter, copy, exhibit, publish and/or distribute this photo and/or video for purposes of publicizing its program(s) or for any other lawful purpose. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph(s) and/or video(s).

I hereby hold harmless and release and forever discharge Harley-Davidson of Madison from all claims, demands and causes of action which I, my heirs, representatives, executors, administrators or any other persons on behalf of my estate may have or may have reason of this authorization.

I am at least (18) years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning and impact of this reason.

Signature and Date

Printed Name and Date

If the person signing is under the age of (18), there must be consent by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____, named above and do hereby give my consent without reservation to the foregoing on behalf of this person.

Printed Name and Date

Signature and Date

HARLEY-DAVIDSON OF MADISON **RIDING ACADEMY REFUND POLICY**

At Harley-Davidson of Madison we are committed to working with each and every individual to ensure that Riding Academy is a safe and positive experience. Learning to ride a motorcycle can seem to be an intimidating task at first, but the training process is designed to start slow. The program uses a building block approach to develop foundational skills to allow the successful individual to ride a motorcycle safely. There may be occasion when a student or the Dealership may need to reschedule a class. In those rare instances the following policies will apply:

- All requests for cancellation or to reschedule a class will incur a fee of \$150, which must be paid before the item will be processed.
- If the student begins class, but for whatever reason is unable to attend all class sessions as scheduled – there is no refund.
- If the student needs to reschedule class and there are more than ten (10) business days before the first scheduled day of class, a \$150 fee will be incurred by the student.
- If cancelled or rescheduled by the student within ten (10) business days of the first scheduled day of class – there will be no refund.

Dealership Reschedule or Cancellations

- If class is rescheduled or cancelled by the dealership within (14) calendar days of the first scheduled day of class, a full refund or opportunity to reschedule will be offered.

COVID-19 Pandemic

Due to the COVID-19 pandemic, measures will be taken in accordance with the CDC guidelines and Dane County ordinances. This may result in cancelled classes.

The Riding Academy Manager will contact the student by the email address they provided in registration to assure those in the cancelled class that they can either reschedule to a later class (for no charge) or receive a full refund. The student will NOT be automatically placed in a new class – there must be arrangements made between the Riding Academy Manager and the student.

Thank you for your patience and understanding during this unprecedented time.