



WORKFORCE & CONTINUING EDUCATION

MOTORCYCLE BASIC RIDERCOURSE ADMISSION REQUIREMENTS

1. Basic motorcycle operator training courses are open to any individual who is at least 15 years old on the day the course begins.
2. Students must provide a Class C, or higher, driver license.
3. An individual younger than 18 years of age must provide written consent, signed by the individual's parent or legal guardian, for the individual to participate as a student in the course and to receive medical treatment for any injury that may occur at the school. The signature of the parent or legal guardian on the written consent must be provided in person at the school.
4. A person who is unable to balance and ride a bicycle may not enroll into a basic motorcycle operator training class.
5. All students must complete the MSF ePackage 1 *eCourse* online, print a copy of the certificate of completion, and submit the certificate to the instructor on the first day of class. The certificate may also be emailed to Mary.Hardy@victoriacollege.edu prior to the beginning of the course. The MSF ePackage 1 *eCourse* fee is included in the class tuition.

STUDENT EQUIPMENT REQUIREMENTS

Helmet

Helmets are not provided. Students must use their own helmet that meets the U.S. Department of Transportation (DOT) standards.

Eye Protection

Students must furnish their own eye protection. Face shield on personal helmet is ideal. Corrective lenses and sunglasses acceptable.

Clothing

Long sleeve shirt and/or jacket and non-flare long pants that cover the entire leg and are made from a material that is at least as sturdy as denim are **required!** All skin between neck and ankles must be **covered!**

Gloves

Students are **required** to furnish their own full-fingered gloves. Leather gloves with insulation appropriate for weather conditions is recommended. However, any full fingered gloves of reasonable protective material is acceptable (Instructor's judgment is final).

Footwear

Sturdy shoes/boots that cover the ankle and provide slip resistant footing is required and must be furnished by the students! High top athletic shoes with padded sides of leather or simulated leather are acceptable. Canvas or cloth top shoes **are not** acceptable.

TIME

Saturday 7:30am-1:30pm

Sunday 7:30am-1:30pm

LOCATION – 7403 Lone Tree Road, Victoria, TX 77905

Emerging Technology Complex, Industrial Training Center, Room 221

NOTE: Students should eat a good breakfast before class. Short breaks will be taken throughout both days with a longer break for lunch on site. Students should bring a lunch, healthy/smart snacks, and water or Gatorade.



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MOTORCYCLE BASIC RIDERCOURSE REGISTRATION FORM

Please indicate the date of the class for which you are registering: _____

Length of wait to take this course (days, weeks, or months): _____

Email Address _____

Last Name _____ First _____ Middle Initial _____ SSN _____

Date of Birth _____ Sex _____ County of Residence _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone # _____ Work Phone # _____ Employer _____ Job Title _____

Driver License # _____ State of _____

Emergency Contact _____ Relationship _____ Phone _____

The motorcycle safety course presentation is being made with materials supplied by the Motorcycle Safety Foundation ("MSF") as a public service. This does not imply any endorsement by MSF of the motorcycle school or any other sponsors, supporting organizations, equipment, motorcycles, or other materials involved in the presentation of a RiderCourse. Our aim is to expose you to methods to ride more safely. While we cannot and will not assume responsibility for the safe operation of your motorcycle, it is our hope that by presenting responsible viewpoints on safety practices we will expose riders and the general public to proper and prudent motorcycle operation. As a participant, you are responsible for your own learning – we cannot learn for you. **We are here to assist your learning, we cannot guarantee it or put it to use.**

I recognize and understand the risk involved in learning to ride, and riding a motorcycle. I acknowledge that risk by signing the General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue. I understand that my performance will be evaluated and that I must satisfactorily complete each training phase before advancing to the next level. Should a RiderCoach determine that I am a danger to my classmates, or myself, I will not be allowed to continue the course. I understand that this decision is for my safety and the safety for others, and I will abide by the decision of the RiderCoach. I acknowledge that if my lack of progress impedes or interferes with the class that I may not be allowed to continue the class. To receive the Motorcycle Operator Training Course Completion Certificate, I must demonstrate competent motorcycle operation; if applicable, by attaining acceptable scores on the skill evaluation and the knowledge test. Failure of the knowledge test or the on-cycle evaluation or not satisfactorily completing a phase of the course is considered a failure for the entire course. **Tuition will be charged for repeating the class.**

Check All That Apply

- ☐ I am NOT under the care of a physician or taking medication, either of which may affect my ability to ride during this course.
- ☐ I am under the care of a physician, but I have made the decision that I am able to ride. I accept full responsibility for this decision.
- ☐ I am taking medication, but I have made the decision that I am able to ride. I accept full responsibility for this decision.

NOTE TO THE STUDENT: If you have physical limitations or are on medication affecting your ability to operate a motorized vehicle, please be aware that the course is strenuous and physically demanding. If you have a heart condition, are prone to dizziness, or have a physical or mental condition which may adversely affect your performance, we advise against participating in the class. You are responsible for your own decision to participate. If your condition adversely affects your performance, our RiderCoaches will ask you to leave the class.

All students are required to be on time for each class session. All students are expected to participate fully in each and every exercise and to follow the directions of the RiderCoach. Tardiness, absence from any part of the course, or failure to follow the direction of the RiderCoach may result in dismissal from the course.

Registration forms are required prior to start date or students cannot attend class. Registration is not guaranteed until tuition is paid.

Refund and Other Policies

The Refund Policy for this class coincides with the standards for all of Victoria College Workforce & Continuing Education courses. No refunds will be issued for students failing to show up for class or arriving late.

To complete the course, riders must pass a knowledge and skill test. Completion of the online, 5-hour MSF ePackage 1 *eCourse* satisfies the Texas written exam requirement. ***Students have one attempt at the at the skill test.*** While many students pass on their first attempt, it is not uncommon for some students to repeat the course. Tuition will be charged for repeating the course.

Prior to the class start date, students are required to complete the online, 5-hour MSF ePackage 1 *eCourse*. A certificate of completion for the online course must be printed and presented to the instructor on the first day of class. Students may also email the certificate to Mary.Hardy@victoriacollege.edu prior to class. The date on the certificate must be within 30 days of the first day of class. Students that fail to provide a hard copy of the certificate of completion will not be allowed to attend the course. The MSF ePackage 1 *eCourse* fee is included in the course tuition.

Classes will be held rain or shine. The instructor may cancel class if he deems it necessary in the event of dangerous weather conditions.

VC is licensed by the Texas Department of Licensing & Regulation, P.O. Box 12157, Austin, TX 78711-2157. To file a complaint go to: https://www.tdlr.texas.gov/complaints/default_Licensed.aspx.

By signing this document, I hereby agree to follow all the rules and regulations of the program and that all information provided by me is true and correct. I acknowledge that I have read and understand the above statements and understand the admission and equipment requirements.

Name _____ Signature _____ Date _____

Signature of parent or legal guardian _____

(Only if student is under 18 years old)

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 Event Location.

Event Description & Dates: Motorcycle Basic RiderCourse

Event Location: Victoria College, 7403 Lone Tree Rd., Victoria, TX 77905

In consideration for the Participant being permitted to enter the Event Location, as well as attend or participate in the Event in any manner whatsoever (including but not limited to the observation of the Event, my use of or proximity to powersports vehicles, or other vehicles and equipment in use at the Event Location, and my presence at the Event 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 "Event" or "Powersports Activities"), I, the undersigned individual, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

- (1) THE EVENT AND POWERSPORTS 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 defined herein), myself or other Event 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, 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 Event managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Event. I acknowledge that I may not have the opportunity to inspect any Restricted Area prior to the start of the Event.
- (3)** Powersports 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 Event. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Event.
- (4)** This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Event 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 Event is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, 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 powersports vehicle, helmet or other safety equipment to use in the Event, I agree that this Agreement extends to all Losses and Claims (as defined herein) that may occur, arise out of, or relate in any way to such vehicle 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.
- (6)** I have had the opportunity to read this entire Agreement and ask any questions about it. I fully understand its terms and meaning. I enter into this Agreement voluntarily, of my own free will, and without any duress.

Initials / Event Start Date

GENERAL RELEASE AND WAIVER OF LIABILITY. I, the undersigned individual, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the "Releasors"), release, exempt and hold harmless any and all persons or entities promoting or sponsoring the Event, sanctioning or administrative organizations or any affiliated entities thereof, range facility owners and operators, officials, vehicle owners and manufacturers, riders, range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, the entity and individuals (including training instructors) conducting and/or sponsoring the Event, VICTORIA COLLEGE, and the Motorcycle Safety Foundation, Inc., including each of their affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Party or Parties") from any and all loss, liability, damage, fees or costs arising out of or related to the Event or conditions at the Event Location (collectively, "Losses"), and any claim, demand, lawsuit or causes of action brought by me or the Releasors, arising out or related to the Event, 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 individual, hereby personally and on behalf of the Releasors, knowingly and voluntarily assume full responsibility for any and all risk of bodily injury, death, 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 Event or conditions at the Event Location (e.g., conditions that are open and obvious, inherently dangerous, or caused by negligence).

INDEMNITY AGREEMENT. I, the undersigned, hereby personally and on behalf of the Releasors, agree to indemnify, defend, save and hold harmless the Released Parties from 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 Event, whether brought by Released Parties, other Event participants or any other individuals or entities, whether on account of bodily 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 costs if I commence a legal proceeding governed by this agreement.

COVENANT NOT TO SUE. I, the undersigned, hereby personally and on behalf of the Releasors, 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 Event or Powersports Activities, including claims based on the Released Parties' negligence.

I HAVE READ THE ENTIRETY 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 EVENT. 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
(or Parent/Legal Guardian signature if Participant is under age 18)

Print Full Name of Parent/Legal Guardian, and
state relationship to Participant