

# MONKEY MOTO SCHOOL PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

I UNDERSTAND THAT MOTORCYCLING IS AN INHERENTLY DANGEROUS ACTIVITY.

In consideration of you allowing me to participate in your activities (collectively “Activities”), including but not limited to, engaging in motorcycle & scooter lessons for beginners and intermediates, observing motorcycle lessons for beginners and intermediates, and entering into any “Restricted Area” (defined as but not limited to, public and private rights of way, parking lots, access roads, practice tracks, and other areas appurtenant to any area where any activity related to motorcycle and scooter lessons take place), I agree to forever release, indemnify and discharge Evan Arkush and all individuals associated with *Monkey Moto School*, on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or act on my behalf.

I also represent that I have or will inspect the Restricted Area and will warrant that my entry into such area constitutes an acknowledgment that I have inspected the Restricted Area and find the same as being safe and reasonably suited for the purposes of my use. If at any time I do not feel safe about the Restricted Area or the techniques and/or equipment included in the motorcycle lessons, I will immediately advise the instructor of such. I also represent that I am 18 years of age or older.

If under 18, Parent/Guardian signature of permission: \_\_\_\_\_

I acknowledge that my participation in the Activities entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, resulting from such things as, without limitation, road surface hazards; mechanical malfunction or failure; weather and/or all other environmental conditions; my and your negligence; actions and/or omissions committed by me, you and/or any other persons; and/or incomplete and/or misunderstood instructions.

**I expressly and voluntarily release, acquit, and forever discharge Evan Arkush and all individuals associated with *Monkey Moto School* harmless of and from all, and all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.**

I agree that I am voluntarily participating in the Activities offered by you. I am assuming on behalf of myself all risk of personal injury, death, or disability to myself that may result from participation, or any damage, loss or theft of any personal property which may incur. I understand that motorcycling has inherent risks. I certify that I have adequate health insurance to cover any injury or damage that I may cause or suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have.

I agree with the selected venue. I further agree that the substantive law of California shall apply without regard to any conflict of law rules of that State. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this Agreement shall be submitted to and be settled by final and binding arbitration in San Francisco, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I take lessons from *Monkey Moto School* at any location. I agree to indemnify and hold Evan Arkush and all individuals associated with *Monkey Moto School* harmless from and against

any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by you, including, but not limited to, attorneys' fees, costs, damages and/or judgments you incur in the event that I cause any injury, damage and/or harm to any other person while under the instruction of *Monkey Moto School*.

By signing this document, I intend to forever waive my right to maintain any lawsuit or action against Evan Arkush and/or anyone associated with *Monkey Moto School* based on any claim of personal injury or death or property damage. I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

**Agreement to cover costs for the repair or replacement of broken parts and other incident-related expenses.**

In consideration of *Monkey Moto School* not requesting an up-front damage security deposit I agree to pay for the repair and/or replacement of any parts broken, damage done to the motorcycle/scooter or repairs needed as a direct result of my use. This includes towing fees, public transportation and taxicab/Uber/Lyft costs required due to the motorcycle being disabled by my use but excludes repairs needed due to normal wear and tear of the motorcycle/scooter. (initial) \_\_\_\_\_

\* PLEASE NOTE THAT WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH / AGE.

**SIGNATURE OF PARTICIPANT**

**\* SECTION REQUIRED FOR ALL PARTICIPANTS. You must be 18 years of age or older to sign this document.**

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

License # and State of issue: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## Likeness Release

I \_\_\_\_\_ hereby authorize *Monkey Moto School* to photograph or film me and consent to the use of my likeness and image in any and all publications, educational materials, research, marketing, advertising, news media and web materials. I understand and agree that such materials, including all negatives, positives, digital images and prints shall become and remain the sole property of Monkey Moto School and I shall have no right or title to such items. I agree that *Monkey Moto School* or individuals associated with that organization do not owe me any compensation for the acts that I have consented to in this agreement. I further understand and agree that these materials may be kept on file and used by *MMS* for potential future purposes and further agree to release *MMS* from any and all liability arising from or in connection with the taking, use, publication or dissemination of such materials.

(Initial) \_\_\_\_\_