

THE RIDING ACADEMY OF NJ, INC.
RELEASE WAIVER AND INDEMNIFICATION
PLEASE READ CAREFULLY

In consideration of The Riding Academy of NJ, Inc., furnishing services, facilities and/or equipment to enable me to participate in the motorcycle training classes they offer, I agree as follows:

I understand and acknowledge that:

- a) risks and dangers exist in my use of motorcycles and motorcycle equipment and my participation in the motorcycle training class activities;
- b) my participation in such activities and/or use of such equipment or facilities may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;
- c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of The Riding Academy of NJ, Inc., the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of natures or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes;
- d) by my participation in these activities and/or use of equipment or facilities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of The Riding Academy of NJ, Inc. or by any other person;
- e) if I am required to wear **corrective lenses** while driving, it is my responsibility to wear corrective lenses while riding a motorcycle during the class;
- f) it is my responsibility to make sure that the **motorcycle helmet** I am wearing is properly and securely attached on my head while riding a motorcycle during the class;
- g) I hereby consent to and permit **photographs and/or video** of me taken during the class to be used by The Riding Academy of NJ, Inc. on their website and/or social media pages for marketing and/or entertainment purposes; and
- h) if I do not have all the **protective riding gear** required to participate (DOT helmet, eye protection, long sleeve garment, sturdy full length pants, over-the-ankle leather footwear, full-fingered gloves), I will not be allowed to participate and not be entitled to a refund.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify The Riding Academy of NJ, Inc. and its owners, agents, officers, and employees from any and all claims; suits or causes of action for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of motorcycles and motorcycle equipment or my participation in the motorcycle training class activities.

I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by The Riding Academy of NJ, Inc. and its owners, agents, officers or employees.

I have read the above waiver and release and by signing it agree it is my intention to assume all risks and to exempt and relieve The Riding Academy of NJ, Inc, Montclair State University and the State of New Jersey from liability for personal injury, property damage, or wrongful death, or any other suits or causes of action caused by negligence or any other cause.

SIGNATURE _____

PRINT NAME _____

DATE _____

If you are under age 18, one of your parents or your legal guardian must also sign this form in the presence of an owner, employee, officer or agent of The Riding Academy of NJ, Inc. If this is not possible, this form must be signed by one of your parents or your legal guardian and notarized.

SIGNATURE OF PARENT/GUARDIAN _____

PRINT NAME _____

RELATIONSHIP _____

DATE _____