

**CITY OF CORONADO
POLICE DEPARTMENT**

**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK
“Ride to Live” Motorcycle Training Course**

Course Date: _____

I, the undersigned, desire to participate in the Ride to Live - Motorcycle Training Course (the “Course”) presented by the Coronado Police Department and do hereby agree as follows:

1. I acknowledge that my participation in the Course is taken at my own personal risk. I fully recognize the physical and inherent dangers involved in the Course which could result in serious physical injury, property damage and/or loss of life. I hereby certify that no physician, surgeon or other licensed health care practitioner has advised me, after due inquiry, that I should not participate in the Course.

2. I warrant that on the date and time of participation in the Course:
 - a. I am at least 18 years of age or have obtained signatures from parent(s) or guardian(s) permitting me to participate in this event.¹
 - b. I have no physical or health limitation that would keep me from undertaking the assigned tasks or activities associated with the Course.
 - c. I am not under the influence of any alcohol, controlled substance, or prescription medication that would affect my driving ability.
 - d. The motorcycle I am operating is in good working order and I am familiar with its operation.
 - e. I will wear appropriate personal safety gear, which shall minimally include a DOT approved helmet, gloves, long-sleeve shirt, pants, and closed toe shoes.
 - f. I have a valid driver’s license with a valid motorcycle endorsement.
 - g. I have current and valid motor vehicle insurance, including motorcycle insurance for the vehicle I will be using to participate in the Course. Proof of current and valid insurance will be presented prior to participation.
 - h. I will not engage in reckless or unsafe behavior. I understand that if I violate these terms I will be immediately dismissed from the Course.
 - i. I will observe all safety rules and instructions, as provided by Course staff. Failure to do so will result in dismissal from the Course.

3. Individuals from any other law enforcement agency who participate as “instructor” or “guest instructor” shall have all the explicit and implied indemnifications as

¹ At least one parent or guardian must sign the Release, Waiver of Liability and Assumption of Risk, and the Release, Waiver of Liability and Assumption of Risk must be given to the instructor prior to Participant participating in the event.

applied to all other stated / known government entities contained within this Waiver and assumption of Risk.

4. I agree to allow the Coronado Police Department the use of my likeness in any photograph, audio or video recording taken during the Course and that it is free to use the above in any and all of its publications, materials and broadcasts, including websites and social media accounts affiliated with the Coronado Police Department, without any payment or consideration.

I, the undersigned, on behalf of myself and my child's heirs, legal representatives, guardians, conservators, successors and assigns, assume such risks and hereby fully and forever release and discharge, covenant not to sue, agree to indemnify, defend (with counsel acceptable to the City of Coronado) and hold harmless the City of Coronado and its elected and/or appointed officers, officials, agents, employees, representatives, contractors and volunteers from and against any and all causes of action, claims, liabilities, obligations, judgements, losses, injuries, expenses or damages, including reasonable attorney's fees and costs of litigation (collectively "Claims") arising out of, or in connection with, my participation in the Course, excepting only Claims that arise out of the intentional wrongful acts, violations of law, or the sole active negligence of the City of Coronado. It is further agreed and understood that all of my rights against the CITY under Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States are hereby expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I acknowledge that the City of Coronado does not have medical or automobile insurance which that applies to my participation in the Course and that I am solely responsible for my own automobile insurance, medical insurance and medical expenses.

[signatures on following page]

I, the undersigned, represent and warrant that I am over the age of eighteen (18) and fully competent to sign this Release, Waiver of Liability and Assumption of Risk, or, if applicable, that I have acquired the written consent of my parent or guardian as provided below. I further represent and warrant that I have read and fully understand the above statements and I fully freely agree to the terms of this Release, Waiver and Assumption of Risk and thereupon affix my signature below. I understand that this instrument is legally binding.

Participant's Name (Print): _____

Driver's License #: _____ State: _____

Phone #: _____

Address (City, State, & Zip Code):

Signature of Participant: _____ Date: _____

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST ALSO SIGN AGREEING TO THE FOLLOWING: *I, the undersigned, represent and warrant that I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Program. I further represent and warrant that I have read and fully understand the above statements and I freely agree to the terms of this Release, Waiver of Liability and Assumption of Risk on behalf of myself and the above-named participant and thereupon affix my signature below.*

Parent/Guardian Name (Print): _____

Signature of Parent/Guardian: _____

Date: _____

Phone #: _____