

**MOTORCYCLE SKILLS TESTING WAIVER & INDEMNIFICATION**

Participation in this test requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance during this test. Participants under eighteen (18) years of age must have this form signed by a parent or guardian.

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

In consideration of ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp, including its owners, employees, officers and/or agents furnishing services, equipment, and/or premises to enable me to participate in the RIDE SAFE INDIANA Motorcycle Skills Testing, I agree as follows:

I fully understand and acknowledge that: (a) there are dangers and risk of injury, damage, or death that exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Skills Testing activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death; (c) these risks and dangers may be caused by the negligence of ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp, the negligence of others; and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp for any injuries, losses and/or damages, including those caused solely or in part by the negligence of ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp, or any other person. If I have brought a motorcycle to use in the Motorcycle Skills Testing, I also agree that this release applies to any damage that occurs to it during the Motorcycle Skills Testing.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp negligence.

I have read this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY and by signing below I agree it is my intention to assume all risks and release ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp from liability for personal injury, property damage or wrongful death caused by negligence. I have had the opportunity to review the above waiver and release and I understand its terms and meaning.

\_\_\_\_\_  
Participant Name – Please Print

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (if less than 18 years old)

\_\_\_\_\_  
Relationship

**INDEMNIFICATION**

In consideration of ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp, including its owners, employees, officers and/or agents furnishing services, equipment, and/or premises to enable me to participate in the RIDE SAFE INDIANA Motorcycle Skills Testing, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp from any and all claims, suits, or causes or action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Skills Testing activities, including claims arising from ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp or any other party's negligence.

I have read this Indemnification and by signing I agree it is my intention to accept legal responsibility and pay for any loss for claims or lawsuits against ABATE of Indiana / SWT Corporation / Southeastern Career Center / ITR Concessions Co LLC / State of Indiana / Indiana Finance Authority / Thompson's Motorsports / Coliseum Bingo / Kendallville Powersports / Inventrek Technology Park / City of Evansville, Dept of Parks & Recreation / International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp arising from my participation in the Motorcycle Skills Testing. I have had the opportunity to review the Indemnification and I understand its terms and meaning.

\_\_\_\_\_  
Participant Name – Please Print

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (if less than 18 years old)

\_\_\_\_\_  
Relationship