



Application

First Name: _____ Last Name: _____ Date of Birth: ____/____/____ M F
 Street Address: _____ Apt#: _____ City: _____ State: _____ Zip: _____
 Driver's License ID#: _____ State: _____ Issued: ____/____/____ Expires: ____/____/____
 Motorcycle Permit ID#: _____ State: _____ Issued: ____/____/____ Expires: ____/____/____
 *(Required for Basic RiderCourse 2-License Waiver ONLY)
 Cell Phone Number: (_____) _____ - _____ Email: _____
 Are you able to ride a bicycle? Yes No
 Do you own a D.O.T. (Department of Transportation) approved helmet? Yes No

Service Information

Services	Locations	Type	Prices	Preferred Date
<input type="checkbox"/> Ultimate Training Package	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> Motorcycling 101 <input type="checkbox"/> MSF Basic RiderCourse <input type="checkbox"/> MSF Basic RiderCourse 2- Skills Practice	WNY: Reg. \$561 _____ Discount Price \$505	Schedule Below
<input type="checkbox"/> Core Training Package	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> Motorcycling 101 <input type="checkbox"/> MSF Basic RiderCourse	WNY: Reg. \$431 _____ Discount Price \$410	Schedule Below
<input type="checkbox"/> Motorcycle Private Lessons <input type="checkbox"/> Scooter Private Lessons	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	Hours: <input type="checkbox"/> 50 Minutes <input type="checkbox"/> 110 Minutes	WNY: \$85 \$170	Date: _____ Time: _____
<input type="checkbox"/> Motorcycling 101	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> 2 hours	WNY: \$110	Date: _____ Time: _____
<input type="checkbox"/> MSF Basic RiderCourse – Motorcycle/Scooter	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> AM Schedule: (2 Days: 7am-1pm) <input type="checkbox"/> PM Schedule: (2 Days: 12pm-6pm) (Plus Required 5-hour eCourse)	WNY: \$321	Date: _____ Date: _____
<input type="checkbox"/> MSF Basic RiderCourse 2 - License Waiver – Motorcycle/Scooter	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> 6 hours (Plus Required 4-hour eCourse)	WNY: \$270	Date: _____ Time: _____
<input type="checkbox"/> MSF Basic RiderCourse 2 - Skills Practice	<input type="checkbox"/> West Seneca <input type="checkbox"/> SUNY Niagara <input type="checkbox"/> Jamestown	<input type="checkbox"/> 5 hours	WNY: \$130	Date: _____ Time: _____
<input type="checkbox"/> MSF 3-Wheel Basic RiderCourse	<input type="checkbox"/> West Seneca	<input type="checkbox"/> AM Schedule: (2 Days: 7am-1pm) <input type="checkbox"/> PM Schedule: (2 Days: 12pm-6pm) (Plus Required 5-hour eCourse)	WNY: \$321	Date: _____ Date: _____

Payment Information

Credit Card (Visa, MasterCard or Discover **ONLY**). Subject to a 2.6% convenience fee.
 Check or Money Order (Paid to order of Motorcycle Safety School Inc.)

Name of Cardholder: _____

Card Number: _____ Exp. Date: ____/____ CVV: _____ (3 digits on back of card)

TERMS AND CONDITIONS

I agree to the below "MSS Terms and Conditions:

SERVICE DESCRIPTION:

I agree to comply with the following requirements:

1. No firearms are allowed on the course premises as per the NYS DMV gun policy. Students that carry weapons will not be allowed to take any courses.
2. Students must be able to touch the ground with both feet while straddling the motorcycle/scooter. Please schedule a bike sit-down if height is 5ft or less.
3. Course payment does not guarantee successful course completion and licensure. Students can fail the course if unable to meet the examination standards. In the event of a Knowledge Test or Skills Test failure, 1 free retest is permitted. If there is a retest failure, the entire course must be retaken in compliance with DMV standards.
4. MSS service may be canceled at any time due to a schedule conflict or weather. If a class/service is canceled, the class will be **rescheduled with no additional fees.**

MSF Basic RiderCourse + 3W MSF RiderCourse:

1. A Government ID: such a Driver's License (Class A, B, C, D, DJ, or E), Driver's Permit, Motorcycle Permit, or Non-Driver Identification Card (NDID)
 - o New York State DMV Regulations: To receive a motorcycle license, you must present a valid MSF Course Completion Card, a New York State Driver's License, and a Motorcycle Permit. (The permit can be obtained after completing the course, allowing for a single trip to the DMV).
2. Must have completed online "ePackage 1" eCourse-5hr which is only valid for 30 days prior to the course date

MSF Basic RiderCourse–License Waiver:

1. A Government ID: such a valid New York State Driver's License (Class A, B, C, D, DJ, or E), and a valid New York State Class "M" Motorcycle Permit are required for enrollment.
2. Proper Skill Level: Must be able to successfully do tight turns, U-turns, figure 8's, and circles on a motorcycle before taking the course and have more than 30 hours of riding experience, including 10 hours of practice in medium to high volume traffic.
3. Must have completed online "ePackage 2" eCourse-4hr which is only valid for 30 days prior to the course date.
4. Bring your own motorcycle/scooter or can use a MSS motorcycle/scooter (at no charge)
 - o Note: If using your own motorcycle/scooter, it must have a valid registration in your name, valid insurance, and a current inspection sticker.

REQUIRED - PROPER RIDING GEAR:

I agree to provide my own proper riding gear as a course requirement, and if I fail to provide the below requirements, I will be unable to participate in the course, the tuition is forfeited, and there is no rescheduling or refunds.

1. A Government ID: such as a Driver's License, Driver's Permit, Motorcycle Permit, or Non-Driver Identification Card (NDID).
 - o (EXCEPT for the MSF Basic RiderCourse 2 - License Waiver, which requires BOTH a Driver's License and a Motorcycle Permit)
2. DOT-Approved Helmet: It's recommended to bring your own helmet. MSS can provide a loaner helmet if necessary; however, students must supply head protection such as a bandana.
3. Eye protection: students must bring their own shatter-resistant goggles, prescription glasses, or sunglasses. Note: a helmet with a face shield meets the eye protection requirement.
4. Sturdy Over-The-Ankle Footwear: like a hiking or work boot, must offer ankle support and cover the ankle completely. NO SNEAKERS or boots with just elastic covering the ankle are allowed.
5. Long-Sleeved Shirt or Jacket: must be long-sleeved, layers are recommended! No exposed skin allowed. It is recommended to wear layers in all weather conditions especially when it is cold, and no long coats below the knees!
6. Long Pants: long non-flare denim pants or equivalent protective material with no holes/rips/tears/etc. "Leggings" or sweatpants are not allowed. No exposed skin allowed.
7. Full-Fingered gloves: preferably leather or equivalent.
8. Water and Lunch- locations do not have access to drinking water or food. During high heat days, bring at least 1 gallon of water per day.

ATTENDANCE POLICY:

I agree to the below attendance requirements, and if I fail to attend any portion of the course after it begins (no exceptions in accordance with NYS regulations), the tuition is forfeited and there is no rescheduling or refunds.

1. I will attend ALL sessions in accordance with Department of Motor Vehicles requirements, or the tuition is forfeited.
2. IF LATE FOR ANY REASON (TRAFFIC, DIRECTIONS, ETC.), I WILL NOT BE ABLE TO PARTICIPATE IN THE COURSE. MSS DOES NOT RESCHEDULE OR ISSUE REFUNDS DUE TO LATENESS.
3. All course start times are exact. The course end times are approximate as inclement weather can extend the learning time and the course time could be shorter if the objectives are met..
4. MSS reserves the right to reschedule or cancel at any time, if needed.

TERMS AND CONDITIONS (cont'd)

COUNSEL-OUT POLICY:

I agree to the counsel-out policy and if counseled-out for being unsafe, the tuition is forfeited and there is no rescheduling or refunds.

1. There is no guarantee that every student can operate a motorcycle and meet the course objectives in the allotted course time, even though it is a beginner course.
2. It is recommended, but not required, to prepare for the course by taking additional training such as a private lesson or Motorcycling 101.
3. This additional training reduces the chance of being unsafe, counseled-out and forfeiting the tuition.
4. If unsafe and unable to meet course objectives within the allotted course time, student will be counseled out and required to leave the course. No refunds or rescheduling options are given to students who are counseled out.
5. MSS strongly recommends preparing for the course in advance in order to reduce the chances of being counseled-out.
6. ESL Students: if English is your 2nd language, it is strongly recommended to bring a translator to the course. If you are unsafe due to language comprehension, there are no refunds or rescheduling, and the tuition is forfeited.

RESCHEDULING/REFUND POLICY

I agree to the below cancellation/refund policy.

1. Cancellation via Email: cancellation via email (include name and phone number) is not considered confirmed until there is a written reply acknowledging the cancellation/rescheduling. If no response by the next business day, call the office at 718-599-1079 ext. 2 to cancel.
2. Tuition Forfeiture Fee Schedule: the following is the required notice for rescheduling, refunds, or cancellations.
 - o More than 10 days' notice before the start date for any course: no fees apply.
 - o If less than 10 days but more than 4 days' notice before the start date is given: the forfeit fee for MSF Basic RiderCourse = \$59
 - o If less than 5 days but more than 24 hours' notice before the start date is given: the forfeit fee for MSF Basic RiderCourse = \$94
 - o If less than 10 days but more than 24 hours' notice before the start date is given: the forfeit fee is:
 - > MSF Basic RiderCourse 2-License Waiver = \$45
 - > MSF Basic RiderCourse 2- Skills Practice = \$22
 - > MSF 3W Basic RiderCourse = \$59
 - > Motorcycling 101 = \$11
 - > 50 Minute Private Lesson = \$8
 - > 110 Minute Private Lesson = \$17
 - o If less than 24 hours' cancellation notice before the start date is given, there are no refunds and the entire tuition is forfeited. A cancellation via email is not confirmed until a written reply is sent by the office. If no response by the next business day, call the office at 718-599-1079 #2.
 - o There is a processing fee for all refunds plus any applicable forfeiture fees.

COURSE FAILURE

I agree with the below course failure policy.

1. Payment does not guarantee successful completion of the course or licensure.
2. If unable to meet the examination standards, I can fail the course.
3. Regulations allow for 1 free retest if course is failed. If I fail the retest, the entire course must be taken again within the same training year. Or the entire course must be retaken and paid full price.

WEATHER POLICY

I agree to the below weather policy.

1. Motorcycling is an outdoor activity and MSS will teach in all weather conditions. Please plan accordingly.
2. Students must be prepared to ride in all weather conditions including rain. Sites sell rain gear for \$20, if needed.
3. If there are severe weather conditions that create an unsafe environment, the instructors will decide the day of the course if cancellation is necessary. The decision is not made in advance as there can be rain delays and the course is still completed.
4. In cold weather, dress with extra layers such as long-johns, thermal shirts, thermal shirts, thermal hat, and thick socks to stay warm. No long coats extending below the thighs.
5. In warm weather, drink water during every break between each exercise. Even if you do not feel thirsty!! STAYING HYDRATED IS KEY! Bring 1 gallon of water per day of the course on high heat days.
6. Bring sunglasses and wear sunscreen.

(Signature of Student)

_____/_____/_____
(Date)

GENERAL RELEASE, WAIVER & INDEMNIFICATION

Participation in all services 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 in this course.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of Motorcycle Safety Foundation, Motorcycle Safety School, Inc., Kingsborough Community College, Lehman College, College of Staten Island, Ulster Community College, 1600 North America Drive, LLC, Niagara County Community College, Jamestown Community College, including their members, employees, officers, and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, 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 or scooters and motorcycle or scooter equipment and my participation in any of these 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 negligence of the Safety Course Providers; the negligence of others, including other Safety Course participants; 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 the Safety Course Providers for any injuries, losses and/or damages, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person. If I have brought a motorcycle or scooter to use in the Safety Course, I also agree that this release applies to any damage that occurs to it during the Safety Course.

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 the Safety Course Providers for any and all injury, damage, or death I may suffer arising from motorcycle or scooter riding or its equipment, including claims based on the Safety Course Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT, AND BY SIGNING BELOW, I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE SAFETY COURSE PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE ABOVE WAIVER AND RELEASE, AND I UNDERSTAND ITS TERMS AND MEANING.

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of Motorcycle Safety Foundation, Motorcycle Safety School, Inc., Kingsborough Community College, Lehman College, College of Staten Island, Ulster Community College, 1600 North America Drive, LLC, Niagara County Community College, Jamestown Community College, including their members, employees, officers, and/or agents (the "Safety Course Providers"), furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Safety Course, I agree as follows: I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles or scooters and motorcycle or scooter equipment or my participation in the Motorcycle Safety Course activities, including claims arising from the Safety Course Providers' or any other party's negligence.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT. I HAVE CAREFULLY READ THE CANCELLATION POLICY ABOVE, AND BY SIGNING BELOW, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS. THIS AGREEMENT CONSTITUTES THE CONTRACT BETWEEN THE SCHOOL AND THE STUDENT, AND NO VERBAL STATEMENTS OR PROMISES WILL BE RECOGNIZED. I HAVE CAREFULLY READ THE POLICY ABOVE, AND BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE INDEMNIFICATION AND THE HOLD HARMLESS SECTION, AND I UNDERSTAND ITS TERMS AND MEANING.

(Signature of Student)

_____/_____/_____
(Date)