



# 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 EO ID: \_\_\_\_\_

## Service Information

Services	Locations	Type	Prices	Preferred Date
<input type="checkbox"/> <b>Ultimate Training Package</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> Motorcycling 101 <input type="checkbox"/> MSF Basic RiderCourse <input type="checkbox"/> MSF Basic RiderCourse 2	\$450	Call Office to Schedule
<input type="checkbox"/> <b>Motorcycle Private Lessons</b> <input type="checkbox"/> <b>Scooter Private Lessons</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> 50 minutes <input type="checkbox"/> 110 minutes	\$75 \$150	Date: _____ Time: _____
<input type="checkbox"/> <b>Motorcycling 101</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> 2 hours	\$85	Date: _____ Time: _____
<input type="checkbox"/> <b>MSF Basic RiderCourse – Motorcycle/Scooter</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> AM Schedule: (2 Days: 7am-1pm) <input type="checkbox"/> PM Schedule: (2 Days: 12pm-6pm) <i>(Plus Required 5-hour eCourse)</i>	\$321	Date: _____ Date: _____ Date: _____
<input type="checkbox"/> <b>MSF Basic RiderCourse 2 - License Waiver – Motorcycle/Scooter</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> 8 hours <i>(Plus Required 2-hour eCourse)</i>	\$270	Date: _____ Time: _____
<input type="checkbox"/> <b>MSF Basic RiderCourse 2</b>	<input type="checkbox"/> West Seneca <input type="checkbox"/> NCCC <input type="checkbox"/> Jamestown	<input type="checkbox"/> 5 hours	\$95	Date: _____ Time: _____
<input type="checkbox"/> <b>MSF 3-Wheel Basic RiderCourse</b>	<input type="checkbox"/> West Seneca	<input type="checkbox"/> 2-day: 7:30am-6pm; 8am-6pm	\$199	Date: _____ Time: _____

## Payment Information

Cash..... Money Order..... Check.....  Visa..... MasterCard..... Discover  
 Name of Cardholder: \_\_\_\_\_  
 Card Number: \_\_\_\_\_ Exp. Date: \_\_\_/\_\_\_ CSC: \_\_\_\_\_ (3 digits on back of card) Amount: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

## TERMS AND CONDITIONS

### **VACCINATION STATUS:**

I agree to follow all New York State and SUNY and CUNY colleges requiring a proof of COVID vaccination or a negative PCR covid test within 6 days in order to have campus access.

### **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 valid Driver's license
2. Valid "ePackage 1" eCourse certificate (MSF Basic RiderCourse only)

### **MSF Basic RiderCourse–License Waiver:**

1. A valid New York State Driver's License, and a valid New York State Class "M" motorcycle permit
2. You may use your own motorcycle or use one provided by us.

Note: If using your own motorcycle it must have a valid current registration in your name, current insurance, and a current Inspection sticker. The instructor will also do a visual inspection to determine if there are any issues that would prohibit the motorcycle from being used. I.E. Worn tires.

3. Valid "Street Strategies" eCourse certificate: the correct eCourse must be presented to receive a License Waiver completion card.
4. 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.

### **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 and will forfeit all course fees.

1. DOT-Approved Helmet: Due to the Covid-19 restrictions, Students must bring their own DOT-approved helmet.
2. Eye protection: Students must bring their own goggles, prescription glasses, or sunglasses. Note: a helmet with a face shield meets the eye protection requirement.
3. Sturdy over-the-ankle footwear: like a hiking or work boot, must cover the ankle completely and NO SNEAKERS allowed.
4. Long-Sleeved Shirt or Jacket: must be long-sleeved, layers are recommended!
5. Long Pants: Long non-flare denim pants or equivalent protective material with no holes. "Leggings" or sweatpants are not allowed.
6. Full-fingered gloves: preferably leather or equivalent
7. Face Covering/Mask: 2022 Requirement bring to location, policies vary
8. Water and Lunch - locations do not have access to drinking water. Be prepared with food and water. During high heat days, at least 1 gallon of water per day is recommended.

### **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), I will forfeit all course fees.

1. ARRIVE 15 MINUTES EARLY. IF LATE FOR ANY REASON (TRAFFIC, DIRECTIONS, ETC.), THERE IS NO REFUNDS OR RESCEDULING, AND THE TUITION IS FORFEITED.
2. ALL course sessions must have 100% attendance (including returning from breaks on time), or tuition is forfeited. There are no exceptions as this is a DMV requirement.
3. The 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 below counsel-out requirements, and if counseled-out will forfeit all course fees.**

1. MSS does not 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 group course by taking either a private lesson or Motorcycling 101 course at least 10 days before the group licensing course start date to improve on their skill and reduce the possibility of being counseled out. The instructor will provide feedback on skill level at the end of this preparation.
3. If a student cannot meet the course objectives in the time allotted or is unsafe at any time, the instructor will counsel-out the student and must leave the course.
4. If a student is counseled-out of the course for any reason, in accordance with the DMV guidelines, the course fee is forfeited.
5. MSS strongly recommends preparing for the course in advance in order to reduce the chances of being counseled-out.
6. English as a 2nd Language (ESL) students: it is strongly recommended to bring a translator to the course. If student is counseled out due to a language barrier, all 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 to cancel.

2. Tuition Forfeiture Fee Schedule: the following is the required notice for rescheduling, refunds, or cancellations.

More than 10 days' notice before the start date for any course: no fees apply.

If less than 10 days but more than 4 days' notice before the start date is given: the forfeit fee for: MSF Basic RiderCourse = \$75

If less than 5 days but more than 24 hours' notice before the start date is given: the forfeit fee for MSF Basic RiderCourse = \$110

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 = \$70

MSF Basic RiderCourse 2- Skills Practice = \$24

MSF 3W Basic RiderCourse = \$110

Motorcycling 101 = \$20

Private Lessons = Less than 72hrs is a full forfeiture

If less than 24 hours' notice before the start date is given: the entire tuition is forfeited

There is a processing fee for all refunds plus any applicable forfeiture fees

### **WEATHER POLICY**

**I agree to the below weather policy.**

1. Motorcycling is an outdoor activity and MSS will teach in all weather conditions, except for snow or ice. Please plan accordingly.
2. In cold weather, dress accordingly, as in extra layers such as long-johns, thermal shirts, thermal hat and thick socks to stay warm
3. In warm weather, during every break and between each exercise take a drink. 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!
4. Bring sunglasses and wear sunscreen.

\_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)



# Application

## 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.

I have agreed to adhere to New York State SUNY and CUNY health guidelines when entering campus and to provide proof of vaccinate or negative test results or forfeit my tuition.

\_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)