MSS
MOTORCYCLE SAFETY SCHOOL

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

Motorcycle Safety School - Student Contract

This is an agreement between the signee and Motorcycle Safety School, Inc., located at 809 Metropolitan Ave, Brooklyn, NY 11211. I agree to sign this agreement electronically and acknowledge that I have the option to sign this agreement by hand if that is my preference. I agree to the below "MSS Terms and Conditions":

Course Registration is finalized after payment is processed, this is the online contract step. This agreement constitutes the contract between the school and the student, and no verbal statements or promises will be recognized. Applicant must be given a receipt for all payments. The tuition is paid in full and there are no additional enrollment or registration fees. Vehicles are provided for use.

Please add info@ridemss.com as a trusted sender, or check your spam folder frequently for course reminders and updates!!!!

MSS TERMS AND CONDITIONS

SERVICE REQUIREMENTS:

I agree to comply with the following requirements.

1. No firearms are allowed on the course premises as per the NYS Department of Motor Vehicles 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 Skills Test failure, 1 free retest is permitted. If there is a retest failure, the entire course must be retaken in compliance with Department of Motor Vehicles 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

1. **A Valid State-Issued Photo ID:** Driver's License (Class A, B, C, D, DJ, or E), Driver's Permit, Motorcycle Permit, or NYS Non-Driver Identification Card (NDID) only
   - o **Note:** Out-of-state and New York City non-driver ID cards are not acceptable. Out-of-state IDs must be a valid Driver's License or Permit.
   - o A US Passport is not a valid form of identification for this course
   - o Junior Operator Class DJ: A notarized Parental Waiver must be submitted to info@ridemss.com 10 days in advance and presented on the course start date. Students with a Junior Operator License must wait 6 months to redeem the MSF Completion Card or if reaches the age 18 before the 6 month period ends, then the card can be redeemed
   - 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 to the DMV. (The permit can be obtained after completing the course, allowing for a single trip to the DMV)
2. A completed "ePackage 1" eCourse-5hr which is only valid for 30 days prior to the course date

MSF 3-Wheel Basic RiderCourse

1. This course follows the same requirements as the MSF Basic RiderCourse referenced above.

MSF Basic RiderCourse 2–License Waiver

1. **A Valid New York State** Driver's License (Only a NY Driver's License is accepted and tuition is forfeited without proper documentation)
2. **A Valid New York State** Motorcycle Permit
   - o **Note:** The online class 'M' permit test is not valid until the actual permit/interim permit is picked up at the DMV
3. **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
4. A completed "ePackage 2" eCourse -4hr certificate - the link is sent at the time of registration and must be completed 4 days prior to class start date **or the tuition is forfeited.**
5. Students must bring their own street-legal motorcycle with current registration in their name, insurance, and an inspection sticker affixed to the motorcycle, and pass a pre-ride inspection, **or the course tuition is forfeited.**
   - o **Note**: It is not allowed to borrow a motorcycle for this course

MSF Basic RiderCourse 2-Skills Practice

1. MSF Basic RiderCourse graduate or 30 hours of on-street riding experience. This is not a beginner course
2. Must wear Proper Riding Gear
3. Students must bring their own street-legal motorcycle with current registration in their name, insurance, and an inspection sticker affixed to the motorcycle, and pass a pre-ride inspection, or the course tuition is forfeited.
   - o **Note:** It is not allowed to borrow a motorcycle for this course
4. Must be 18 years old

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 Valid State-Issued Photo ID:** 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 bandanna.
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.

Motorcycle Safety School - Student Contract

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.

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 second language, it is strongly recommended that you bring a translator to the course. If you are bringing a translator, you must email the translator's full name to info@ridemss.com at least 48 hours prior to the class date. If you are deemed unsafe due to language comprehension, there is no refund or rescheduling option and tuition will be forfeited.

RESCHEDULING/REFUND POLICY:

I agree to the below cancellation/refund policy.

1. **Cancellation:** If more than 10 days prior to the course start date, log into MSS account, click the green "Cancel" button next to the applicable course. A cancellation email will be sent. If cancellation is less than 10 days, either email info@ridemss.com or call 718-599-1079 ext. 2. Cancellation is not in effect until the office confirms receipt.
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 = NYC $68, Western NY/Hudson Valley $55
   - 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 = NYC $107, Western NY/Hudson Valley $87
   - 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 = NYC $93, Western NY/Hudson Valley $73
     - ➢ MSF 3Wheel-Basic RiderCourse = NYC $107, Western NY/Hudson Valley $87
     - ➢ MSF Basic RiderCourse 2- Skills Practice = $35
     - ➢ 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.

COURSE FAILURE

I agree to 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 pay 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 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.

General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS

READ CAREFULLY. Provide all required information and complete any blanks before signing. Participants under 18 years of age must submit a notarized Parental Waiver to info@ridemss.com 10 days in advance and present the waiver on the course start date.

In consideration for the Participant being permitted to enter the Event Location, as well as attend or participate in the Event in any manner whatsoever (including but not limited to the observation of the Event, my use of or proximity to powersports vehicles, or other vehicles and equipment in use at the Event Location, and my presence at the Event Location including but not limited to any and all Restricted Areas (defined as any area requiring special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited, including, without limitation, the training range area)) (herein collectively referred to as the "Event" or "Powersports Activities"), I, the undersigned individual, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

(1) THE EVENT AND POWERSPORTS ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE. These dangers and risks can arise from a range of foreseen or unforeseen causes, including, without limitation, crashes, vehicle or equipment failures, range and riding surface conditions, adverse weather conditions, participant error, and both negligent or non-negligent acts and omissions of Released Parties (as defined herein), myself or other Event participants. These dangers and risks expressly include but are not limited to negligent rescue operations and/or negligent procedures of one or more of the Released Parties.

MOTORCYCLE SAFETY SCHOOL

Motorcycle Safety School - Student Contract

(2) Without in any way modifying or limiting the scope of this General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue, I shall, immediately upon entering any Restricted Area, Motorcycle Safety School - Student Contractand continuously thereafter, inspect such Restricted Area for any safety concerns. If, at any time, I am in or about a Restricted Area that I believe to be unsafe or unsatisfactory for any reason, or if I am requested to engage in an activity that I believe to be unsafe or outside my capability for any reason, I shall immediately advise the on-site Event managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Event. I acknowledge that I may not have the opportunity to inspect any Restricted Area prior to the start of the Event.

(3) Powersports Activities are physically and mentally demanding, and require personal discipline, stamina, coordination, judgment, concentration and mental alertness. I am in good general health and have no known physical or mental limitations that could impair my performance in the Event. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Event.

(4) This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Event security, and is intended to be as broad and inclusive as is permitted by the laws of the State, Province or Territory in which the Event is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, heirs and next of kin, all rights and benefits conferred by any statute or other law that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein. If I have brought a powersports vehicle, helmet or other safety equipment to use in the Event, I agree that this Agreement extends to all Losses and Claims (as defined herein) that may occur, arise out of, or relate in any way to such vehicle or equipment.

(5) If any portion of this Agreement is found to be unenforceable or invalid, it is agreed that the balance and remainder of this Agreement shall, notwithstanding, continue in full legal force and effect, and shall be construed as though the unenforceable or invalid portion had never been contained herein.

(6) I have had the opportunity to read this entire Agreement and ask any questions about it. I fully understand its terms and meaning. I enter into this Agreement voluntarily, of my own free will, and without any duress.

GENERAL RELEASE AND WAIVER OF LIABILITY. I, the undersigned individual, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the "Releasors"), release, exempt and hold harmless any and all persons or entities promoting or sponsoring the Event, sanctioning or administrative organizations or any affiliated entities thereof, range facility owners and operators, officials, vehicle owners and manufacturers, riders, range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, the entity and individuals (including training instructors) conducting and/or sponsoring the Event, Motorcycle Safety School, Inc., and the Motorcycle Safety Foundation, Inc., including each of their affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Party or Parties") from any and all loss, liability, damage, fees or costs arising out of or related to the Event or conditions at the Event Location (collectively, "Losses"), and any claim, demand, lawsuit or causes of action brought by me or the Releasors, arising out or related to the Event, whether on account of injury or death to myself or any other person, or damage to any property, or otherwise (collectively, "Claims"), including Losses and Claims caused solely or in part by negligence of one or more of the Released Parties or otherwise.

ASSUMPTION OF RISK. I, the undersigned individual, hereby personally and on behalf of the Releasors, knowingly and voluntarily assume full responsibility for any and all risk of bodily injury, death, property damage, whether foreseen or unforeseen, and whether caused by the negligence of any Released Party or otherwise, that may occur, arise out of, or relate in any way to the Event or conditions at the Event Location (e.g., conditions that are open and obvious, inherently dangerous, or caused by negligence).

INDEMNITY AGREEMENT. I, the undersigned, hereby personally and on behalf of the Releasors, agree to indemnify, defend, save and hold harmless the Released Parties from any and all Losses and Claims they may incur arising out of or related in any manner to my attendance at or participation in the Event, whether brought by Released Parties, other Event participants or any other individuals or entities, whether on account of bodily injury, death, property damage, or otherwise, and whether caused by the negligence of any Released Party or otherwise. This indemnity obligation expressly includes the obligation to reimburse the Released Parties for all of their reasonable attorneys' fees and costs if I commence a legal proceeding governed by this agreement.

COVENANT NOT TO SUE. I, the undersigned, hereby personally and on behalf of the Releasors, covenant not to sue, and relinquish any and all rights I now have or may have in the future to sue, the Released Parties for any and all injury, death, or damage, whether known or unknown, that I may suffer arising from the Event or Powersports Activities, including claims based on the Released Parties' negligence.

I HAVE READ THE ENTIRETY OF THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND COVENANT NOT TO SUE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY RIGHT TO BRING A LAWSUIT IF I AM INJURED DURING THE EVENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. BY SIGNING BELOW, I AGREE TO ALL THE TERMS HEREIN. MY SIGNATURE BELOW SERVES AS A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

rev. 08/2025

I represent that I have no preexisting conditions that would prevent me from operating a motorcycle.

I HEREBY AGREE TO THE FOLLOWING TERMS:

1.I agree to sign this agreement electronically and acknowledge that I have the option to sign this agreement by hand if that is my preference.

2. I understand and expect the course to meet the Department of Motor Vehicles regulation testing and educational standards.

3. When rescheduling a course, I understand that dates and times are on an first-come, first-served and availability basis

4. I understand that there are no recurring charges.

5. I am agreeing to all the terms and conditions on pages 1-5.

6. I AM RESPONSIBLE FOR PAYMENT OF THIS COURSE. IF USING A CREDIT CARD THAT IS NOT IN MY NAME, I ATTEST THAT I HAVE PERMISSION TO USE THIS CARD FOR PAYMENT.

7. As the cardholder, I hereby authorize payment for MSS to use the supplied credit card.

8. 100% participation is required. If I do not show up or fail to attend any portion of the course after it begins (no exceptions in accordance with NYS regulations), I will forfeit all course fees and there is no rescheduling or refunds. IF LATE FOR ANY REASON (TRAFFIC, DIRECTIONS, ETC.), I WILL NOT BE ABLE TO PARTICIPATE IN THE COURSE. MSS DOES NOT RESCHEDULE OR REFUND DUE TO LATENESS.

9. 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. Course payment does not guarantee successful course completion and licensure. Students can fail the course if unable to meet the examination standards.

10. If I cannot meet the course objectives in the time allotted or am unsafe at any time, I will be counseled-out by the instructor and must leave the course. If I am counseled-out of the course for any reason, in accordance with the Department of Motor Vehicles guidelines, the tuition is forfeited and there is no rescheduling or refunds.

11. Ultimate Training Package
- Metro NYC = $580 (Includes: MC101 =$110, BRC =$398, BRC2-SP =$72)
- Western NY/ Hudson Valley =$505 (Includes: MC101 = $110, BRC =$321, BRC2-SP =$74)

Core Training Package
- Metro NYC = $490 (Includes: MC101 =$92, BRC =$398)
- Western NY/ Hudson Valley =$410 (Includes: MC101 = $89, BRC =$321)

12. I agree to the Cancellation Policy Tuition Forfeiture Fee Schedule. 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 = NYC $68, Western NY/Hudson Valley $55
- 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 = NYC $107, Western NY/Hudson Valley $87
- 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 = NYC $93, Western NY/Hudson Valley $73
  - ➢ MSF 3Wheel-Basic RiderCourse = NYC $107, Western NY/Hudson Valley $87
  - ➢ MSF Basic RiderCourse 2- Skills Practice = $35
  - ➢ 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.

Sonja Goulbourne

Sonja Goulbourne

Principal Officer/Authorized Rep

Motorcycle Safety School, Inc. 809 Metropolitan Avenue, Brooklyn NY 11211

I have read, understand, and agree to comply with all of the terms and conditions as outlined above. ALL SALES ARE FINAL.

_____ **(Signature of Student)**

_____/_____/_____ **(Date)**