

By submitting payment to The Road America Motorcycle School. (hereinafter referred to as the "Company" or "RAMS"), You, the registrant (hereinafter referred to as "You" or "Your") will be deemed to have read and agreed to the following Terms and Conditions, in addition to any terms and conditions of the applicable credit card processing company retained by us for processing Your credit card. These Terms and Conditions constitute a binding agreement between You and the Company, as hereinafter defined and set forth in the Terms and Conditions. Accordingly, You should thoroughly read and understand the following Terms and Conditions which will become a contract between You and the Company upon submitting Your credit card and registration to the Company for approval.

1. **Class Registration.** Your class registration cannot and will not be confirmed until Your payment has been received and processed by RAMS.

2. **Cancellation and Refund Policy.**

A. No Refunds. You understand and agree that there are no refunds once Your registration is submitted.

B. Rescheduling. You understand and agree that You may only reschedule Your course date upon no less than ten (10) calendar days' written notice to RAMS at its offices located at N7390 Hwy 67, Elkhart Lake, WI 53020. Unless the aforesaid notice is provided by You to RAMS, you will forfeit the entire fee for the course You signed up to attend (hereinafter referred to as the "Course Fee"). You may only reschedule for a course date within the same course season: rescheduling for any subsequent course season is prohibited.

C. Attendance. You understand and agree that You must attend all course sessions with no exceptions. You understand and agree that, if You fail to attend any of Your course sessions in a punctual manner once said course session commences, including being tardy, You will forfeit the Course Fee and no refunds or make-up classes will be offered to You due to Your failure to meet attendance requirements. You understand and agree that You must allow additional time in Your course scheduling due to the possibility of the presence of inclement weather conditions as well as extended learning time.

D. Riding Equipment. You understand and agree that should You fail to provide Your own motorcycle riding gear -- to wit: (1) over-the-ankle boots, with good grips on the soles (heel should not exceed 1.5"); (2) long pants; (3) full-fingered gloves (preferably leather); (4) long-sleeved shirt or jacket; and (5) eye protection -- You will not be permitted to participate in the course and will have forfeited the Course Fee. (Note that You will be provided with the use of a motorcycle in the Basic Rider Course, Scooter Basic Rider Course, Dirt Bike Course, and Supermoto Demo and Basic Courses.(hereinafter referred to as "BRC", "SBRC", "DBC", "SMD", "SMB")).

E. You understand and agree that, at the sole discretion and judgment of the course instructor(s), You may be refused the opportunity to attend the registered-for course or the ability to complete said course due to a multitude of circumstances, including but not limited to (1) Your inability to achieve the objectives of the range exercises within the allotted time, (2) Your inability to achieve the objectives of the course, or (3) Your inability to abide by the safety instructions and course guidelines explained to You by the course instructor(s). In the event that the course instructor(s) conclude(s) that You are unable to attend or complete the course, You understand and agree that You will forfeit the entire Course Fee.

F. Registration is Non-Transferable. You understand and agree that You may not assign, transfer or sell Your course registration to another person. In the event that RAMS, its employees or agents discovers that You have attempted to assign, transfer or sell Your course registration, You understand and agree that Your entire Course Fee shall be immediately forfeited.

3. **Course Rescheduling.** You understand and agree that, in the event less than four (4) students register for a particular course, RAMS has the right to reschedule that course.

4. **Release, Waiver and Indemnification.** The undersigned participant and his/her parent or legal guardian (if under the age of 18 years) does hereby execute this release, waiver and indemnification for him/herself and his/her heirs, successors, representatives and assigns; and hereby agrees and represents as follows: To release The Road America Motorcycle School, and their landlords, landowners, members, employees, agents, representatives and those governmental agencies and other organizations affiliated with this course including but not limited to the Wisconsin Department of Transportation and the Motorcycle Safety Foundation, their members, employees, agents, representatives, and hold them harmless from any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said course. This indemnification shall include attorney's fees incurred in defending against any claim or judgment and incurred in negotiating any settlement. It is understood and agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonable withheld. The undersigned participant and his / her parent or legal guardian (if under the age of 18 years) does also fully understand there are risks involved in the

learning of proper skills necessary to operate a motorcycle and do accept those risks. YOU HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS, AND BY SUBMITTING PAYMENT TO RAMS, YOU ARE VOLUNTARILY AGREEING TO ACCEPT THE TERMS OF THIS RELEASE AND WAIVER OF INDEMNIFICATION AS YOUR OWN FREE ACT.

5. Participation in the BRC.

B. Equipment and Course Materials. As stated, You will be provided with a motorcycle for specified courses. Additionally, RAMS will provide You with course materials and workbooks. You understand and agree that You are required to bring with You the following rider gear: (1) over-the-ankle boots, with good grips on the soles (heel should not exceed 1.5"); (2) long pants; (3) full-fingered gloves (preferably leather); (4) long-sleeved shirt or jacket; and (5) eye protection. Additionally, RAMS advises that You should bring a rain coat or poncho in the event that inclement weather should occur.

C. Food. You may consider bringing with You a snack and/or beverage as the course schedule allows for a lunch break as well as short water/bathroom breaks.

D. Completion of BRC. Once You have completed the BRC, You will immediately receive a completion card from RAMS (which may assist You in reducing the cost of motorcycle insurance). THE COMPLETION CARD IS NOT YOUR LICENSE; YOU ARE STILL A PERMIT HOLDER AT THIS POINT. Should You wish to obtain a motorcycle license, You must pass a knowledge test administered by the Wisconsin Department of Motor Vehicles (also known as the temporary motorcycle knowledge test). Once You Have passed the test, the 'M' classification (for "Motorcycle") will be added to Your current Driver's License.

6. Miscellaneous.

A. Entire Agreement. All understandings and agreements heretofore made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement or representation made by any party not embodied in this Agreement.

B. Jointly Drafted Agreement. This Agreement is deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party.

C. Section Headings. The headings of Sections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement.

D. Choice of Law; Venue and Jurisdiction. This Agreement shall be controlled, construed and in all respects governed by the laws of the United States and the State of Wisconsin, as if made and performed entirely within the State of Wisconsin without regard to any conflicts of laws principles. In the event of a dispute under this Agreement, You hereby consent to suit in the Circuit Court of Sheboygan County, in the State of Wisconsin.

E. Enforcement of Provisions. Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or the application thereof to any party or circumstances shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.

7. Affirmation of Agreement. You hereby acknowledge and affirm that You have read the Terms and Conditions of this entire Agreement and that You AGREE to all its terms and conditions by voluntarily submitting payment to RAMS, including but not limited to the authorization of the use of Your credit card for payment of charges and fees for the registration in one of the courses offered by RAMS.