

SAN JACINTO HD AND STUBBS HD RIDING ACADEMY POLICIES AND RULES

By State of Texas and TDLR, we are required to post our policies online where a potential student will be able to know upfront our policies and rules. If you enroll in a class, we are ASSUMING, you read this. You will also be emailed a copy (even in more detail) after you enroll in a class.

You must bring a printed copy of your ecourse completion certificate to class when you check in! Failure to do so, will result in you being sent home and no refund or re schedule of class period. This is a state requirement, we must have that hard copy in our files! The ecourse must be completed to attend class! This is not up for debate or anything else! NO ECOURSE COMPLETION CERTIFICATE = NO CLASS!

We provide the helmet and motorcycle, we use the Harley Davidson Street 500, you must use our bike for liability and insurance purposes. You might want to come by and sit on one of them to make sure you are a good fit, call to make an appointment.

We sell these seats like a concert ticket or college class. It is your responsibility to make it to class on time, have your ecourse completed and printed out. If you do not make it to class (our concert) for any reason, you will forfeit your tuition. Period. So please let your work, family know this. We still have to pay coaches (the band) whether you attend or not for any reason. We do have a no show/no call, last minute cancellation policy, see below. We are willing/trying to work with student's up to a point, if you have any questions on this you need to call us asap.

Minors may need to check the TXDOT/DPS website to see whether you need your learners permit or your TDL, etc. A parent or legal guardian must come to the first day of class to sign your minor release forms.

After enrolling, you will receive an auto generated email from Harley davidson confirming your enrollment. We get sent a copy as well, when we receive your confirmation, we will send you 3 emails from us. A new enrollment/ general info email containing almost all of this. An email on tips on how to beat the heat and prepare for class. The 3rd email will contain all of your online ecourse info, to be completed before class. We will also send you several emails and text messages to remind you of getting your ecourse done and prepare for class. We do most of our correspondence via email and some by text, so check your inbox and spam/trash folder for info from us. Also be sure to use the name, phone number and email you used on your Harley enrollment, through this whole process, like when enrolling to do your ecourse, we will use that original info to track your ecourse completion and other things.

If you got your RIDER COURSE free, or at a discounted rate, from a promotion, drawing, raffle or as part of your bike purchase, or any other way, this is a one and done use it or lose it policy. There are no rescheduling/transfers, etc. You must attend the class you sign up for and complete the ecourse. Make sure you have double checked with work and home to have the time off for the class you enroll in. No redo's or transfers/reschedules. If you miss your class, you lose it and will have to enroll online and pay the class fee. So do not lose your free/discounted class!

We require a 5-business day notice for any cancellations, transfers, re- schedules etc. For a typical weekday class that starts on Tuesday, we need notice by 6pm, the Tuesday before your class. For a typical weekend class that starts on Friday, we need notice by 6pm, the Friday before your class. If you

enroll in a class, at the last minute within that period, we assume you have it cleared at work/home, so no transfers/cancellations for a last-minute enrollment!

If you are a no call/no show to class and we never hear from you about it, your tuition is forfeited PERIOD! NO SHOW/NO CALL= NO CLASS

Again, you must attend the class you are enrolled in, there are no exceptions, emergencies (work or family), sickness. Etc.

Cancellations and transfers: if we do not hear from you by the above dates and times, YOUR TUITION IS FORFEITED! We will only allow 1 transfer/reschedule per student per enrollment.

The reason for these policies, is we need time to advertise the seat you gave up to fill it, and that person to have enough time to clear it with work, home and time to get the ecourse done.

All reschedules will need to be done at the same store you enrolled in, and enrollments are not transferable.

Refunds only given if we cancel the class. NO REFUNDS IF A STUDENT CANCELS OR FAILS TO ATTEND CLASS.

I understand and agree that my registration is NON-TRANSFERABLE

I understand and agree that I cannot be tardy to the class start time on any day of class and that I must attend and participate in ALL portions of the course. I understand that this is for my safety and adheres to the policies of MSF curriculum. Tardiness or failure to attend all sessions of the course will result in loss of the entire course fee. No refunds or rescheduling will be granted.

If you attend only 1 or 2 days of class and miss a day or more, you will have to re-enroll and start all over again. Repay class fee, possibly re do your ecourse. ECOURSE IS ONLY GOOD FOR 30 DAYS FROM THE COMPLETION DATE.

Our one free retake of class, only applies to students that are in class all 3 days, and fail the written or riding exams or both. If you are counseled out of class for any reason, you do not get the free retake. WE DO NOT DO ANY RETESTING. We are one of the few places in Texas that offer the 1 free retake of class. We feel if a student fails for any reason, or just by a few points, it is better to give the free retake and let them learn even more, than doing a retest and putting them on the road as an unsafe rider. We want to put the safest riders we can on the road.

The coach is like the captain of the ship. They can counsel you out of class if you present a danger to yourself or others. Their decision is final, period.

I understand and agree that there is a possibility I may be counseled out of the class by my RiderCoach because I have not been able to achieve the objectives of the range (riding) exercises for one of more of the following reasons: (1) I have exceeded the allotted learning time and have not

demonstrated the needed skills to continue. (2) I have failed to abide by course safety and guidelines provided by my RiderCoach. If these situations occur, I understand that I forfeit the entire course fee.

The free retake offer is only good if you attend all 3 days of class and fail a portion of it, not because you were late, or got called into work or anything else. We assume no responsibility for any part or portion missed because of illness, emergencies or events beyond its control. The state regulates attendance, do not be late or a no show. It is the coach's decision if he wants to wait and hold up a class for a late student, but never more than 10-15 minutes in the classroom, and the same out on the range or if the coach has started reading range cards. There is a lot to get done and objectives to meet. You must redo all portions of the class; it is a one and done use it or lose it policy as well. If you miss your retake class or fail again, you will have to reenroll and pay again. We do not do any retesting.

After enrolling, you will be sent an email with all of our policies in even more detail. We assume everyone will read it! But we will give you 3 days after sending that email to decide if you are going thru with class, unless you enroll within the last 5 business days/last minute enrollment. It is your get out of jail card! After 3 business days we assume you are good with all policies and rules and are moving forward with class.

Again, we will send several emails to you, especially the eCourse information email. It takes most students 3-5 hours to complete this online portion, and you must bring a printed copy of completion certificate to class or be sent home, no refunds, no reschedule etc, you lose your tuition!

If you have had any major surgery, accidents or traumatic experiences in the 30 days before class, we will require a doctor's release to attend and ride a motorcycle. If you have any medical or physical issues, that the heat can make you worse, please consider doing this class in the fall/winter months

- Be aware that the course is strenuous and physically demanding. Please consider your abilities as well as weather conditions before registering.
- In order to receive your course completion certificate, you will be required to pass a written and on-cycle test. Each test is administered once.

Required for class:

- The ability to balance well enough to ride a regular bicycle well.
- Printed eCourse completion page.
- Photo ID.
- Long sleeve shirt or jacket.
- Full fingered gloves.
- Sturdy boots or shoes that cover the ankle.
- Shatter resistant glasses.

- Helmet with DOT sticker.

For class you will need over the ankle footwear, (boots), long pants like blue jeans, no holes, rips or tears in them, a long sleeve shirt or jacket, full finger gloves, and eyewear. We provide the helmet and motorcycle. We do classes rain or shine, hot or cold, if any questions contact us.

If you are a new rider, please consider coming in and taking one or more demo rides on the jumpstart that we have, it is a great tool, to teach new riders how to use the throttle, clutch and shift gears.

We do reserve the right to cancel classes due to lack of enrollment, weather or any circumstances as we deem fit. We also reserve the right to amend and change policies, as we see fit, with or without notice if we need to.

For any questions call Joel at 281-598-6148 OR Jasmine at 713-644-7535 or 281-991-4275

Email j.morris@stubbshd.com

COMPLAINTS: Complaints can be filed by mail to: Texas Department of Licensing & Regulation Attention: Enforcement Division P.O. Box 12157 Austin, Texas 78711 or email to: Intake@tdlr.texas.gov or file online at: www.tdlr.texas.gov/complaints Toll-free (in Texas): (800) 803-9202

I, as the undersigned participant (and my parent or legal guardian, if under the age of 18 years old) do hereby execute this release, waiver and indemnification for myself and my heirs, successors, representatives and assigns; and hereby agree and represent as follows: To release San Jacinto and Stubbs Harley Davidson. and, landowners, members, employees, agents, representatives and those governmental agencies and other organizations affiliated with this course including but not limited to the Motorcycle Safety Foundation, and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of my participation in said course. I and (and my parent and/or legal guardian if under 18 years old) understand that there are risks involved in the learning of proper skills necessary to operate a motorcycle and I do accept those risks. I agree that I (and parent or legal guardian, if under the age of 18 years old) will be signing additional waivers at the start of class: ("Student Information Form," "Waiver and Release of Liability," and "Consent for Medical Treatment of a Minor". if student is under 18 years).

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED AS MY OWN FREE ACT

