



CONSENT AND AUTHORIZATION; WAIVER AND RELEASE OF LIABILITY; ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

I. **Consent and Authorization.** The undersigned hereby agrees, acknowledges and confirms that I am the parent or legal guardian of the undersigned minor participant or I am the participant over 18 years of age (hereinafter the "Participant"). I hereby give my full consent and authorization for the Participant to enroll and participate in a drivers education class offered by Drivers Ed Direct, LLC (hereinafter referred to as the "Company").

II. **Waiver and Release.** In consideration of the Participant being permitted to participate in the drivers education class offered by the Company (hereinafter referred to as the "Activity"), and any other activity associated with or undertaken in connection with the Activity, the undersigned, for itself, heirs, personal representatives and/or assigns, and for the Participant, do hereby covenant not to sue the Company, and hereby release, waive and discharge the Company and its officers, employees and agents from any liability and from any and all claims, including the negligence of the Company, its officers, employees and/or agents, etc., resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity.

The undersigned and the Participant hereby acknowledge, agree and understand that the Participant may be photographed and/or filmed while engaging in the Activity by cameras within the motor vehicle, or otherwise. The undersigned hereby irrevocably consents to and authorizes the use and reproduction by the Company, or anyone authorized by the Company, of any and all photographs and/or movies taken of the Participant for any purpose whatsoever and without compensation to the undersigned or the Participant. All digital reproductions, negatives and positives, together with the prints, shall constitute the Company's property, solely and completely.

III. **Assumption of Risks.** Participation in the Activity involves operation of a motor vehicle by the Participant who has little or no training in the operation of a motor vehicle. The Activity therefore carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but may range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby confirm that participation in the Activity by the Participant is voluntary and I knowingly assume all such risks.

IV. **Indemnification and Hold Harmless.** I also agree to indemnify and hold the Company harmless from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, incurred as a result of the Participant's participation in the Activity, and to reimburse the Company for any such expenses incurred.

V. **Severability.** The undersigned further expressly agree that the foregoing consent and authorization, waiver and release of liability, assumption of risks and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

VI. **Other fees, refunds and lost property.** The undersigned and the Participant hereby acknowledge, agree and understand that (1) a \$45 fee will apply for all changes and/or cancellations made within 24 hours of a previously scheduled lesson and this fee shall also apply if the Participant does not show up for or is unavailable for the scheduled lesson; (2) a refund of any amount shall not apply if the undersigned or Participant request to stop the lesson earlier than its normal ending time and acknowledge that if a lesson is stopped early, a completion certificate will not be issued until the time missed is made up. Normal fees shall apply when scheduling additional lessons; (3) Any refund request by purchaser will be granted but shall only include the unused portion of the service purchased and normal retail rates shall apply when determining refund amounts, less a 10% processing and service fee; (4) Upon written request, the Company will allow a one-time transfer of unused lessons to another participant (such as a sibling or friend) designated by the purchaser, at no charge; and (5) Drivers Ed Direct is not responsible for any of Participant's lost personal property left in its vehicles.

VII. **Student License.** If the Participant does not have a learner's permit, the Company may issue a temporary student license, of which, by signing this agreement the parent/guardian grants consent to do so. A \$10 fee shall apply for the issuance of a student license.

VIII. **Acknowledgment and Understanding; Fax.** I have read this consent and authorization, waiver and release of liability, assumption of risks, and indemnity agreement, and I fully understand that I am giving up substantial rights, including my right to sue the Company. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature below to be the complete and unconditional release of all liability to the greatest extent allowed by law. A facsimile of this Agreement shall be as enforceable as an original.

Signature of Parent/Guardian (if Participant is under 18) Print Name of Parent/Guardian (if Participant is under 18) Date

Signature of Participant Print Name of Participant Date

Learner's Permit #: _____ Issue Date: ___/___/___ Expiration Date: ___/___/___