

## COACH HARDER DRIVING SCHOOL, LLC, RELEASE AND ASSUMPTION OF RISK FORM

### PLEASE READ CAREFULLY BEFORE SIGNING

#### WARNING of RISKS

The **Driver's Education** course at Coach Harder Driving School, LLC ("Coach Harder") involves the operation and use of automobiles by students participating in the course. Participation in this class may involve injury of some type to you, a fellow student, an instructor or others. Such injury can include direct physical and possible crippling injury to one's body and the possibility of emotional injury experienced as a result of witnessing or accidentally inflicting injury to another. The severity of such injury can range from a minor injury to complete paralysis, or death. Such injury can impair one's general physical and mental health and hinder one's future ability to earn a living and generally to enjoy life.

**Injuries in a Driver's Education lesson might occur to the head, neck, chest, torso, arms, legs, or other body parts and might include whiplash, head trauma, lacerations, other trauma or injury. Injuries may result from the correct or incorrect performance of techniques used in the class, from inclement weather or other exterior conditions, from being involved in an auto accident, from the administration of first aid, from failure to follow training, safety or other rules. This list is non-exhaustive and is provided by way of illustration of risks or injuries that may be incurred.**

The purpose of this WARNING is to bring your attention to the existence of potential dangers associated with participation in this class and to aid you in making a voluntary and informed decision as to whether you or your family member should participate in this class or activity. As a student or a parent/guardian of a student, it is your responsibility to learn about and/or to inquire of teachers, physicians, attorneys or other knowledgeable persons about any concerns that you might have at any time regarding student safety and the safety of class participation. You may seek legal counsel before signing this form.

If you decide to participate, by your signature you hereby agree to forever discharge, covenant not to sue and indemnify and hold harmless Coach Harder Driving School, LLC, including its officers, employees, and agents against any/all claims, damages, demands, liabilities and costs incurred including attorney's fees, which might be made by the undersigned or any third-party as a result of damage, illness, injury or death suffered. **This includes any such claims which allege negligent acts or omissions of Coach Harder Driving School, LLC, including its officers, employees, and agents** . This agreement shall be binding upon the heirs, successors, and assigns of the undersigned. You understand and acknowledge that signing this agreement severely limits your legal rights, and as such, you have been encouraged above to seek legal counsel before signing.

I expressly agree and promise to assume liability with having myself or my child participate in lessons. The participation is voluntary and by electing to participate in spite of risk and abilities, I assume liability of damage, injury, illness including but not limited to contracting COVID-19 or death suffered.

Additionally, by signing below, you expressly agree that Coach Harder Driving School, LLC., may use any photos taken or any comments made in relation to participation in the driving course or related activities, for any commercial purpose.

**PARENT/LEGAL GUARDIAN (if student is under 18 years of age):** I have read the above WARNING and I understand that this class may potentially involve the RISK OF ILLNESS, INJURY OR DEATH and that by permitting my child/family member to participate in driving lessons may be subject to the possibility of injury or death. I acknowledge that I do understand the contents of this form and I voluntarily choose to permit my child/family member to participate and by my signature do hereby release, forever discharge, covenant not to sue and indemnify and hold Coach Harder, its officers, employees and agents harmless from any claims, damages, demands, liabilities and costs incurred including attorney's fees. **I understand and acknowledge that I have been encouraged to seek legal counsel before signing this document and that by signing this form I am severely limiting my legal rights. I also confirm that my child/family member has no medical, physical or mental condition that will interfere with his/her ability to operate a motor vehicle on public or private roadways.** A complete copy of this form will be providing to me upon request.

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(Parent/Guardian's Signature)

Date

STUDENT: I HEREBY ACKNOWLEDGE THAT I HAVE READ AND DO UNDERSTAND THE ABOVE INFORMATION AND WARNING of RISKS and that I voluntarily choose to participate and that I intend to learn and follow all safety procedures. I understand and acknowledge that I have been encouraged to seek legal counsel before signing this document and that by signing this form I am severely limiting my legal rights. I also confirm that I have no medical, physical or mental condition that will interfere with my ability to operate a motor vehicle on public or private roadways. A complete copy of this form will be provided to me upon request.

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Signature

Date

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PRINT: Participant's First

Middle

Last Name

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Driver Permit No. & Expiration date

OR

License NO.

State of

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Address

City

State

Zip Code

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Phone

Age

Date of Birth

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