

Vermont Green Driving School LLC

Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement

Definitions in this Agreement:

A. The term "driving instruction and activities" shall include an instruction provided by any agent, employee, or substitute of Vermont Green Driving School LLC. It Also includes all activities, services, and use of vehicles, either provided by or arranged by Vermont Green Driving School LLC. This definition also includes activities which are in any way related to either driving, stopping for any reason, classroom instruction, waiting for class to start, waiting after classes, movement in and around vehicles, and any other activities occurring because of class or driving related to driving times or class time.

B. The term "agents" shall include an instructor, owner, subcontractor, substitute or other aid for Vermont Green Driving School LLC.

Assumption of Risk:

I am aware that driving, learning to drive, and any activity associated with this course involves risks, dangers, and hazards as well as the potential for serious injury and/or crashes.

I. Student: I fully assume all such risk, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there from.

II. Parent: I fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there from to my child or student I am responsible for.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration of the agents and Vermont Green Driving School LLC allowing me/my child to participate in Driver Education, I hereby agree as follows:

1. TO WAIVER ANY AND ALL CLAIMS that I have or may have in the future against the agents and/or Vermont Green Driving School LLC and TO RELEASE these agents and Vermont Green Driving School LLC from any and all loss, damage, expense, or injury including death that I or my child my suffer as a result of driving instruction and activities. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATURORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.BC. 1996, c. 337, ON THE PART OF THE AGENTS, AND INCLUDING THE FAILURE ON THE PART OF THE AGENTS TO SAFEGUARD OR PROTECT ME/MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF DIVING.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my/my child's participation in Driver Education, Driving Instruction, or activities.

3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death/childs's death or incapacity.

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed and interpreted solely in accordance with the laws of Vermont and no other jurisdiction.

5. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE AGENTS. In signing this agreement I agree to not bring any lawsuit against Vermont Green Driving School LLC or any of its agents.

PARENTS SIGNATURE:

(OR RESPONSIBLE PARTY) _____ Date: _____

STUDENT SIGNATURE: _____ Date: _____