

New Direction Driving School LLC
Overbeke School of Driving LLC
BTW School of Driving LLC
23875 Commerce Park Suite 160
Beachwood, Ohio, 44122

Acknowledgement of Risk, Waiver and Hold Harmless Agreement – Drivers Education The

undersigned student being advised of the risks involved and having received instruction and information as to how to minimize the risk and other precautions, wish to participate in the New Direction Driving School dba Overbeke School of Driving LLC program (the “Program”). I understand that this is a voluntary decision and will follow all safety protocols in place including but not limited to instructor administered temperature checks prior to lesson beginning.

Consequently, I agree as follows:

____ (initial) **ACCEPTANCE OF RISKS:** I understand that while I am a participant in the Program, I may sustain property damage, serious personal injuries, illness, or even death as a consequence of the actions, inactions, wantonness, intentional acts or negligence of others, the presence of the Covid-19 virus in my community and other risks not known to me or not reasonably foreseeable at this time. I knowingly and voluntarily assume all such risks, both known and unknown of whatever kind, nature or extent and I expressly assume full responsibility for my participation in the Program.

____ (initial) **DISCHARGE AND RELEASE:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby fully release, waive, discharge, and covenant not to sue or claim against New Direction Driving School dba Overbeke School of Driving, BTW School of Driving, its trustees, officers, employees and its agents from any and all liability of whatever kind or nature, including any and all claims, demands, causes of action, suits, or judgments of any and every kind (including attorneys’ fees, costs and expenses), arising from any illness, injury, property damage, or death that I may suffer as a result of my participation in the Program.

____(initial) **INDEMNITY & HOLD HARMLESS:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify New Direction Driving School dba Overbeke School of Driving and BTW School of Driving, its trustees, officers, employees and its agents from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees, expenses and costs), arising from any illness, injury, property damage, or death that I may suffer as a result of my participation in the Program.

____(initial) **MEDICAL MATTERS MY RESPONSIBILITY:** I am aware of my personal medical situation and needs, and I am unaware of any physical or health-related reasons or problems which would preclude or restrict my participation in the Program. I represent that I am covered by a policy of health insurance while participating in the Program.

Signed and dated this ____ day of _____, 2020.

Student Signature: _____ Parent/Guardian Signature: _____

Print Name: _____ Print Name: _____

Address: _____