

NORTH CENTRAL FLORIDA DRIVING ACADEMY, LLC CONTRACTING WITH ORANGE
OSCEOLA SAFETY INSTITUTE OF CENTRAL FLORIDA, LLC

STUDENT DRIVER INFORMATION:

FIRST: _____ MIDDLE: _____ LAST: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ DOB: _____ AGE: _____

DRIVERS LICENSE NUMBER: _____ STATE: _____

EXPIRATION DATE: _____ RESTRICTIONS: _____

EMAIL: _____

STUDENT SIGNATURE: _____

PARENT/GUARDIAN INFORMATION:

FIRST: _____ MIDDLE: _____ LAST: _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ RELATIONSHIP TO STUDENT _____

PARENT/GUARDIAN SIGNATURE: _____

ROAD TEST INFORMATION

All applicants are subject to a random selection for re-examination at the Driver's License Office or Tax Collector prior to the issuance of any license. Failure to pass the random re-examination will require the applicant to pass the driving skills exam prior to license issuance.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

SSN (LAST 5 DIGITS) : _____

CUSTOMER # : _____

ROAD TEST DATE & TIME:

AMOUNT PAID:

VEHICLE INFORMATION:

☐

PERSONAL

☐

COMPANY

VEHICLE MAKE: _____

VEHICLE COLOR: _____

VEHICLE TAG: _____

☐

PASS

☐

FAIL

EXAMINER

In consideration for Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy, the owners of the driver training and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Parties"), permitting the undersigned to participate in this Safety Education and Training Course (the "Course"), I, the undersigned Participant, agree to all of the following:

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent/guardian in person at the training location, or the parent/guardian may sign without appearing in person, in which case this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) I have been advised of and agree to waive, on behalf of myself, my personal representatives and my heirs, all rights and benefits flowing from any state statute that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein; (c) if any portion of this Agreement is held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (d) I have had the opportunity to read this entire Agreement and ask any questions about it, and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK & COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Training and in my use of motor vehicle and motor vehicle ("Motor Vehicle Activities"); (b) my participation in the Training and Motor Vehicle Activities may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in driver training activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought a vehicle use, I also agree that this release applies to any damage that occurs to or from my vehicle during the training or course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course or driving Activities, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant Name (Printed)

Participant Signature

Date

Parent/Legal Guardian (Printed)

Parent/Legal Guardian Signature

Relationship

Date

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my participation in the Course or Motor Vehicle Activities, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

Participant Name (Printed)

Participant Signature

Date

Parent/Legal Guardian (Printed)

Parent/Legal Guardian Signature

Relationship

Date

READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of **Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy**; furnishing services and/or equipment to enable me to participate in Driver Training, I agree as follows:

I fully understand and acknowledge that : (a) risks and dangers exist in my use of motor vehicles and motor vehicle equipment and my participation in Driver Training activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy**; or by any other person. If I have brought a motor vehicle to use in Driver Training, I also agree that this release applies to any damage that occurs to it during the Driver Training.

Initial _____ Parent Initials _____

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy**; and its owners, agents, officers and employees from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of motor vehicle and motor vehicle equipment or my participation in Driver Training activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by; and its owners, agents, officers or employees.

Initial _____ Parent Initials _____

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ; Orange Osceola Safety Institute of Central Florida, LLC; FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant Name (Printed)

Participant Signature

Date

Parent/Legal Guardian (Printed)

Parent/Legal Guardian Signature

Date

READ CAREFULLY

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN WAIVER AND RELEASE OF LIABILITY

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **ORANGE OSCEOLA SAFETY INSTITUTE OF CENTRAL FLORIDA, LLC & NORTH CENTRAL FLORIDA DRIVING ACADEMY** USES RESONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THER ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **ORANGE OSCEOLA SAFETY INSTITUTE OF CENTRAL FLORIDA, LLC & NORTH CENTRAL FLORIDA DRIVING ACADEMY** IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND **ORANGE OSCEOLA SAFETY INSTITUTE OF CENTRAL FLORIDA, LLC & NORTH CENTRAL FLORIDA DRIVING ACADEMY** HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Initial _____

I, on behalf of myself, MY MINOR CHILD, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy**; and its owners, agents, officers and employees from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of motor vehicle and motor vehicle equipment or my participation in the Driver Training activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that MY MINOR CHILD or I may have presently or in the future for the negligent acts or other conduct by; and its owners, agents, officers or employees.

Initial _____

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE; Orange Osceola Safety Institute of Central Florida, LLC & North Central Florida Driving Academy; FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

(Please Print)

(Signature)

(Date)

Waiver and General Release of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Orange Osceola Safety Institute of Central Florida, LLC ("OOSI") & North Central Florida Driving Academy, the training sponsor, the owner of the training vehicle, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in driving lessons or utilizing the Released Parties' services or premises (collectively, the "driving lesson"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in driving lessons, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in driving lessons. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in driving lessons.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the Course. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

OTHER TERMS: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which the lesson is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: _____ Date: _____

Name (printed): _____