

My RV School

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 My RV School. It also includes all activities, services, and use of vehicles, either provided by or arranged by My RV School. 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 My RV School.

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 crashes.

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

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration of the agents and My RV School 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 My RV School and TO RELEASE these agents and My RV School from any and all loss, damage, expense, or injury including death that I or my child may suffer as a result of driving instruction and activities. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED 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) I understand that I should not participate in the instruction if I am under the influence of drugs or alcohol or if there are any physical conditions that may impair my ability to understand instructions or to participate without creating risk to others or myself.
- 3) 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.
- 4) 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/child’s death or incapacity.
- 5) I hereby state that I understand My RV School will not issue a refund of any part of payment if My RV School is ready, willing, and able to fulfill its part of the agreement.
- 6) Should My RV School or anyone acting on their behalf, be required to incur attorney’s fees and cost to enforce this agreement, Participant agrees to indemnify them for all such fees and costs.
- 7) 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 Florida and no other jurisdiction.
- 8) 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 not to bring any lawsuit against My RV School or any of its agents.