

MAX MAXWELL MOTORSPORTS & DRIVING SCHOOL, INC.

7777 Walnut Grove Road Agricenter International Wing C, Room C-27 Memphis, TN, 38120
Office: 901-755-6777 e-mail: mmaxwell@maxwelldriving.com Web Site: www.maxwelldriving.com

THIS AGREEMENT is entered into on the _____ day of _____ 20____, by and between Max Maxwell Motorsports & Driving School, Inc. (hereafter referred to as "MMDS Inc.")

And _____ (Students Name) (Hereafter referred to as "student")

In consideration of the mutual promises of the parties and of other good and valuable consideration, it is agreed:

1. MMDS Inc. will conduct an instructional driving program (Program) for, _____(Students name).
2. There is a **\$25.00** additional fee for signing up on the day of class.
3. If you do not schedule your driving times **as soon as possible** then there will be limited choices. If you sign up within a few weeks prior to the class starting or the day of the class, you will have limited choices for driving times.
4. **MMDS Inc. cannot guarantee that the student will drive on the street, if said Student has no or very little prior driving experience. MMDS Inc. cannot guarantee that we will do any expressway driving. It is very important Students practice between driving sessions with us.**
5. **STUDENT INVOLVEMENT; Student involvement is critical for the Student's success. 50 hours of supervised driving is required by Tennessee prior to receiving an Intermediate License. Ten of those hours must be done at night. If Student should practice between sessions with MMDS Inc.**
6. MMDS Inc. cannot guarantee that the student, upon completion of instruction, is eligible for the type of license for which instruction is being taken. MMDS Inc. cannot guarantee that the student will pass the Tennessee State Written Test or Tennessee State Road Test.
7. MMDS Inc. cannot guarantee that the student, upon completion of instruction, is eligible for any discount from any insurance company. It is the Student's and Students duty to check for compliance to the rules and regulations of their insurance carrier.
8. MMDS INC., Inc. agrees to hold classes and driving at a location as specified by MMDS INC. and Student agrees to come to a specified location at a specified time and date for the driving instruction and for the classroom instruction.
9. MMDS Inc. requires all 30 hours of classroom needs to be completed before any testing. Any classroom time missed will be required to be made up in the following session to be considered complete for 30 hours.
10. Student agrees to abide by all rules and regulations, written or oral, set forth by MMDS Inc. If Student fails to abide by rules and regulations set forth, written or oral, Student will be dismissed from class and Student forfeits 100% of tuition.
11. MMDS Inc. will give the student these specified dates, time, and location for the driving instruction part of the program. **It is the Students and Students responsibility to know the dates, time, location, and what type of driving the student is doing.**
12. **If Student does not show up for a scheduled driving time on the specified date, time and specified location it is considered a NO SHOW. Student agrees to pay a \$79.00 fee. These fees must be paid in order to reschedule a driving session. All fees must be paid in full for a student to receive their certificate of completion or any waivers.**

BASIC ADULT DRIVER TRAINING CONTRACT

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13. **The No Show fee must be paid before any scheduled driving can be continued.**
14. **PLEASE NOTE: If a student is 10 minutes late for a scheduled driving time it is considered a NO SHOW.**
15. **The only excused reasons for a missed scheduled driving time are for medical reasons or death in immediate family. Medical requires a note from doctor. Unfortunately, a Printed Death Notice will be required.**
16. **Driving times may be rescheduled at anytime on-line. If a student cancels less than 48 hours there is a \$53.00 fee. Rescheduling driving times can be done on-line or in person at our office. We will not reschedule over the phone. No exceptions.**
17. **Student is liable for any damage that Student does to Maxwell Motorsports property or the Agricenter International building or property.**
18. **Scheduling is done online or in the office. Driving appointments cannot be scheduled over the phone to minimize scheduling errors. Cancellations can be made online or over the phone to avoid penalties.**
19. If Student cancels the class prior to **Two-Weeks** of the starting date of the class, the student receives a refund less a \$53.00 administrative fee.
20. If Student cancels the class **less than TWO-WEEKS** prior to class starting date, the student will receive a refund of **50%** of the class fee. The other 50% of the class fee will be retained for administrative purposes.
21. If the Student cancels the class **ONE-WEEK** prior to class starting date, the student will receive a refund of **25%** of the class fee. The other 75% of the deposit fee will be retained for administrative purposes.
22. If the Student cancels the class **less than one week prior** or the day of class or **does not attend** the class, the student will **forfeit 100%** of the class fee.
23. If Student attends any portion of the class, the student will **forfeit 100%** of the class fee. This fee cannot be credited toward a later class.
24. Classroom Instruction is in room C-32, Wing C. The Driving Simulators are in room C-28, Wing C. this is where the students go for simulator training. For the other days of driving the student should go to where the Maxwell Training cars are located downstairs outside building C. The student should not wander off from that location weather permitting. If the weather is inclement there is a designated area next to the stairway door with a sign reading "Student Pick-Up/ Drop off area". The student should wait for the instructors to show up. Your instructor's name is listed on your driving schedule.
25. Due to unforeseen Traffic Conditions sometimes the instructor is late. We will make adjustments to ensure the student receives their full driving time.
26. Students must be picked up promptly at the end of the Students driving session or classroom sessions. MMDS INC. will not be held responsible for any Student left after the driving session.
27. **It is understood during the 4-day class session the student will not do any driving with Maxwell Motorsports & Driving School.**

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28. MMDS Inc. reserves the right to add a fuel surcharge due to rising fuel costs.
29. There will be a \$50.00 returned check fee for all returned checks.
30. There will be a \$25.00 fee charged per month on all un-paid balances.
31. The rules and regulations from The Tennessee Department of Safety are available for your review in the office.
32. **It is the student's responsibility for knowing and tracking the students individual Driving Times, deadlines, absences and course progression.**
33. Student will be assigned a seat that will be their designated seat for the duration of the classroom portion. The Student is responsible for the area around their seat.
34. No Gum is allowed in the classroom. If gum is found in or around the area that the Student is seated then Student will be dismissed from class and a Student meeting will be required.
35. Any drinks found under or near the Student's designated seat at the end of the day and a Student meeting will be required.
36. If the Student damages any property of Maxwell Motorsports then Student will be dismissed and a Student conference will be required and the Student and Student are liable for the cost to repair the damage.
37. If an accident occurs for which the Student is responsible, in whole or part, I/we understand and agree that I/we will be responsible for the deductible, costs, fees, and expenses resulting from the crash.
38. This Release shall be governed by the laws of the State of Tennessee without regard to its conflicts of law's provisions. If any part of this release is deemed invalid, unenforceable or void for any reason, all other parts of this Release shall remain in full force and effect.
39. In consideration of MMDS Inc. affording the Student the opportunity to participate in the Program, I/we hereby forever release, waive and indemnify MMDS Inc. and all of its supporters from and against any and all claims, lawsuits, damages, liabilities or expenses (the "Claims") arising from the participation of the Student in the program.
40. I HEREBY COVENANT NOT TO SUE, RELEASE, WAIVE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS MMDS Inc., including without limitation, its owners, officers, directors, members, employees, agents, current and future sponsors, Original Equipment Manufacturers (OEM's). racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, airport owners, drivers, pit crews, rescue personnel, and persons in the RESTRICTED AREA, the promoters and their sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S). premises and event inspectors, surveyors, underwriters, consultants and others who gave recommendations, directions, or instructions or engage in risk evaluations or loss control activities regarding the premises or EVENT(S) (each of them collectively referred to herein as the "RELEASEES", FROM ANY AND ALL LIABILITY TO ME, my personal representatives, heirs and/or next of kin (collectively, "Releasers") FOR ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION FOR MY ACCIDENTAL DEATH, DISMEMBERMENT, BODILY INJURY, PROPERTY DAMAGE, LOSS OF EARNING, LOSS OF EARNING POTENTIAL, AND/OR LOSS OF CONSORTIUM, WHEATHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE
41. The Student acknowledges that the program exposes the Student to serious injury or death to his person, also to the Student's property. The Student acknowledges that he is fully aware of the risks inherent in Program and because the Student desires to enter such Program, **STUDENT SPECIFICALLY ASSUMES ALL SUCH RISKS INHERENT IN SUCH AN INSTRUCTIONAL DRIVING PROGRAM.** Furthermore, the Student's participation in the Program shall affirm the Student's inspection and acceptance of the physical properties of the Program Course and the grounds adjacent thereto, as being satisfactory for purposes of the Student's assuming all risks of injury as aforesaid. The Student further agrees to utilize any and all safety equipment provided or made available

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to the Student during the program.

- 42. I acknowledge and agree that in exchange for valuable consideration, I am hereby promising not to sue MMDS.
- 43. Inc. under any negligence theory for injuries, damages, or losses I may sustain as a Driver/Visitor/Passenger, and that if I or any of my heirs or personal representatives file suit against MMDS Inc. in violation and breach of this Covenant, MMDS Inc. may seek injunctive relief from a court to enforce this provision.
- 44. I, STUDENT AND STUDENT, HEREBY GRANT MMDS INC. THE RIGHT to photograph, record, broadcast, telecast, and use in perpetuity throughout the world in all media now and hereafter known or devised: my name, likeness, recorded voice, performance, picture, nickname and any material furnished by me in connection with any use whatsoever, including but not limited to the promotion of newsletter(s), advertisement(s), brochure(s), media coverage and television program(s) connected herewith, I also release MMDS Inc., and any of its assignees, from any and all claims for libel, slander, invasion of privacy or any other claims based upon use of the above-described material. I also release MMDS Inc., and any of its assignees, from all claims for damages for libel, slander, invasion of privacy or any other claims based upon use of the above-described material.
- 45. This constitutes the entire agreement between MMDS Inc. and Student, and no verbal statements or promises will be recognized.

IN WITNESS WHEREOF, the parties execute this agreement on the date noted above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME; I AGREE TO THESE TERMS IN EXCHANGE FOR VALUABLE CONSIDERATION AND I INTEND MY SIGNATURE HEREON TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student

Max Maxwell Title: Executive Director

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE FOR MYSELF AND THE MINOR STUDENT THAT WE HAVE READ THIS ENTIRE AGREEMENT, AND VOLUNTARILY AGREE TO BE BOUND BY ALL THE TERMS AND PROVISIONS CONTAINED HEREIN. I UNDERSTAND FOR MYSELF AND THE MINOR STUDENT THAT BY SIGNING THIS AGREEMENT I/WE ARE GIVING UP SUBSTANTIAL RIGHTS, BUT IN EXCHANGE FOR VALUABLE CONSIDERATION RECEIVED, I/WE WILLINGLY AND VOLUNTARILY AGREE TO THIS UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name of Student

Signature

Mailing Address

City

State

Zip

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