

# MAXWELL MOTORSPORTS & DRIVING SCHOOL

20985 HIGHWAY 194  
SOMERVILLE, TN 38068

901-755-6777

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 \_\_\_\_\_ (Student's 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 \_\_\_\_\_ (Student).
2. The cost is \$656.00 for 36-hour Program, and \$866.00 for the 40-hour Program.
3. There is a \$25.00 additional fee for signing up on the day of class.
4. By enrolling in the Program by executing of this agreement, Student (and any successors and / or assignees) agrees to defend, indemnify, and hold harmless MMDS INC., as well as any legal or beneficial owners, lessees, licensees, or any other person or entity having property or contract rights in the premises used for the Program (hereinafter referred to as "premises owners"), from and against any claim, demand, suit, judgment, costs or fees, including attorneys' fees, damages, or other liabilities relating to or arising out of the activities, directly or indirectly connected with the Program or relating to or arising out of use of any property or facilities provided, operated, or controlled by MMDS INC. or premises owners, whether arising while the Student is engaged in the Program or in preparation for it, or while upon the premises of the instructional driving area.
5. If a motor vehicle crash occurs for which the Student is responsible, in whole or part, Student will be responsible for the deductible, costs, fees, and expenses resulting from the crash.
6. In consideration of MMDS Inc. affording the Student the opportunity to participate in the Program, Student hereby forever releases, waives, and indemnifies 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.
7. Driving times fill up quickly: it is strongly suggested that you make your driving time selections **as soon as possible** after enrollment in the Program to avoid scheduling limitations. Summer Programs typically have large enrollment: please plan accordingly, or consider a Fall or Spring option.
8. Driving courses are complete when all Classroom sessions, 1 two-hour Simulator session and all driving lessons included in the purchased package are completed. **Courses must be completed within 8 months of the first Classroom session.**

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9. **MMDS Inc. cannot guarantee that Student will drive on the street, especially if said Student has no or very little prior driving experience. MMDS Inc. cannot guarantee that Student will do any expressway driving. It is very important that Students practice between driving sessions with us.**
10. MMDS Inc. does not 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 the Tennessee State Road Test.
11. MMDS Inc. does not guarantee that Student, upon completion of instruction, is eligible for any discount from any insurance company. It is the Student's responsibility to check for compliance to the rules and regulations of their insurance carrier.
12. MMDS INC., Inc. agrees to hold classes and driving at a location as specified by MMDS INC. Student agrees to come to a specified location at a specified time and date for the driving instruction and for the classroom instruction.
13. MMDS Inc. requires all thirty (30) hours of classroom needs to be completed before any road testing begins. Any and all classroom time missed must be made up in the following session, for the Student to complete this 30-hours state law requirement.
14. 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 (written or oral), Student will be dismissed from Maxwell Driving School Teen Program and shall forfeit 100% of tuition.
15. MMDS Inc. will give the Student specified dates, times, and locations for the driving instruction part of the Program. **It is the Student's responsibility to know the dates, time, location, and what type of driving the student is doing.**
16. **If Student does not show up for a scheduled driving time on the specified date, time, and specified location, it will be considered a "NO SHOW". Student agrees to pay a \$79.00 fee for each No Show. These fees must be paid in full, before a subsequent driving session will be rescheduled. All fees must be paid in full for a student to receive their certificate of graduation or any waivers.**
17. **The No Show fee must be paid before any scheduled driving can be continued.**
18. **PLEASE NOTE: If a student is 10 minutes or more late for a scheduled driving time, it is considered a NO SHOW.**
19. **The only excused reasons for a missed scheduled driving time are for medical reasons or the death of an immediate family member. Medical excuses require a doctor's note. In the case of death, a printed death notice / obituary will be required.**

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- 20. Cancellation of a scheduled drive time less than 48 hours in advance will incur 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.**
- 21. By signing hereinunder, Student accepts full liability for any damage that Student does to Maxwell Motorsports real or personal property, to Agricenter International real or personal property, or to any other property.**
22. If Student notifies MMDS INC. of the intent to withdraw **MORE THAN TWO WEEKS** prior to the start date of the Program, the Student will receive a full refund, less a \$53.00 administrative fee.
23. If Student notifies MMDS INC. of the intent to withdraw **LESS THAN TWO WEEKS** but more than one week prior to the start date of the Program, the Student will receive a refund of 50% of tuition.
24. If Student notifies MMDS INC of the intent to withdraw **LESS THAN ONE WEEK** prior to the start date of the Program (or thereafter does not attend the class), the Student will **forfeit 100%** of the Program fee. This fee cannot be credited toward a later class.
25. If Student chooses the option to take the Tennessee State Road Test and then and then becomes unwilling or unable to take the Road Test, no refund will be given.
26. Classroom Instruction and simulator training take place in room C-32, Wing C. On driving days, the Maxwell Training cars are located downstairs, outside building C. 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. The instructor's name should be listed on Student's driving schedule.
27. Due to unforeseen circumstances, the instructor may be late. In that event, we will work to ensure that the Student receives their full driving time.
28. Students must be picked up promptly at the end of the Student's driving session or classroom sessions. MMDS INC. will not be held responsible for any Student left after the driving session.
- 29. Student hereby acknowledges that, prior to completing the four-day class session, Student will not do any driving with Maxwell Motorsports & Driving School.**
30. MMDS Inc. reserves the right to add a fuel surcharge, due to rising fuel costs.
31. There will be a \$50.00 returned check fee for all returned checks.
32. There will be a \$25.00 fee charged per month on all un-paid balances.

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33. The rules and regulations of The Tennessee Department of Safety are available for your review in the office.

**34. It is the Student's responsibility for knowing and tracking the Student's individual driving times, deadlines, absences, and course progression.**

35. In the classroom, Student will be assigned a seat for the duration of the classroom portion. The Student is responsible for keeping the area around their seat clean. Failure to remove any trash or debris at the conclusion of each day of classroom instruction will result in dismissal from class for the remainder of the day. It will be the sole responsibility of the Student to arrange to make up the resulting time missed.

36. No gum is allowed in the classroom. If gum is found in or around the Student's assigned seating area, Student will be dismissed from class for the remainder of the day. It will be the sole responsibility of the Student to arrange to make up the resulting time missed.

37. Student hereby grants 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: 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, Student also releases 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.

38. This constitutes the entire agreement between MMDS Inc. This agreement cannot be amended or supplemented without the express written and signed consent of MMDS, Inc.

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**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

\_\_\_\_\_  
Date



Max Maxwell  
Executive Director

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