

MAXWELL MOTORSPORTS & DRIVING SCHOOL

7777 Walnut Grove Road Agricenter International Wing C Memphis, TN 38120

901-755-6777

www.maxwelldriving.com

THIS AGREEMENT is entered into on _____, **2025**, by and between **Max Maxwell Motorsports & Driving School, Inc.** (hereafter referred to as "**MMDS Inc.**") and _____ (parent/guardian name if below age 18.)

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 (Differential Driver Training Program) for _____ (student's name).
2. The cost is \$2800.00 for the 58-hour program.
3. By enrolling in the Differential Drivers Training Program, and its execution of this agreement, _____ (parent or guardian's name if under age 18) successors and assigns, 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.
4. **Parent or guardian participation is encouraged for the program. Parent involvement is critical for the student's success.**
5. If an accident or 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. Tennessee State Law requires 50 hours of supervised driving completed, 10 of those hours being at night prior to receiving the intermediate license.
7. **MMDS INC. cannot guarantee that the student, upon completion of instruction, will pass the Tennessee State Written Test.**
8. **MMDS INC. cannot guarantee that the student, upon completion of instruction, will receive any type of license.**
9. **MMDS INC. cannot guarantee that the student, upon completion of instruction, is eligible**
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for any discount from any insurance company. It is the student's and parent's responsibility to check for compliance to the rules and regulations of their insurance company.

10. MMDS INC. agrees to hold classes and driving at a location as specified by MMDS INC. and the student agrees to come to a specified location at a specified time and date for the driving instruction and for the classroom instruction.
11. Student must be picked up promptly at the conclusion of every classroom session and driving lesson. MMDS INC. will not be held responsible for any student left after classroom session and driving lesson has ended.
12. Classroom instruction is held at the Agricenter International Wing C in classroom designated by the instructor.
13. MMDS INC. requires that all 30 hours of classroom time be completed before any driving lessons begin. Any classroom time missed is required to be made up.
14. **It is understood that during the 10 days of classroom instruction, the student will not do any driving lessons with MMDS INC.**
15. **Student agrees to abide by any and all rules and regulations, written or oral, set forth by MMDS INC. If the student fails to abide by rules and regulations set forth, written or oral, student will be dismissed from the Maxwell Driving School Differential Driver Training Program and student forfeits 100% of tuition.**
16. MMDS INC. will give parent and student available dates, time, and location for the driving instruction part of the program. It is the parents and student's responsibility to know the dates, time, and location for the driving instruction part of the program.
17. It is the responsibility of the student to complete all of the hours of driving instruction within one year from first class date.
18. For all on the road driving lessons, the student will meet the instructor outside of Wing C where the driving school cars are parked. Student should not wander around the parking lot or inside the building prior to driving lesson. Instructor is not able to search for student. It is the student's responsibility to be on time, in designated area for driving lessons.
19. **Student must be on time for all driving lessons. Driving lessons must be rescheduled by contacting the instructor via email at heidwww1974@gmail.com or by contacting the office during office hours.**
20. Medical reasons, illness, and death/emergency in the family are the only excusable reasons for a missed scheduled driving lesson.

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21. Parent and student are liable for any damage that the student causes to Maxwell Driving School property or the Agricenter International Building or property.
- 22. The full cost of \$2800 is due upon registering for the program.**
- 23. If student attends any portion of class and decides not to return, student will forfeit 100% cost of the program.**
24. 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.
25. The rules and regulations of The Tennessee Department of Safety are available for your review in the office.
- 26. MMDS. INC. has a strict NO HARRASSMENT and NO BULLYING policy. Any student harassing or bullying another person will be dismissed from the program and NO refund will be given.**
- 27. MMDS INC. does NOT allow ANY form of electronic device in the classroom.**
28. I, Parent and 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.
29. 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.
30. The student acknowledges that the program exposes the student to serious injury or death to his person, also to student's property. **The student acknowledges that they are fully aware of the risks inherent in the 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

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of injury as aforesaid. The student further agrees to utilize any and all safety equipment provided or made available to the student during the program.

31. I acknowledge and agree that in exchange for valuable consideration, I am hereby promising, no to sue MMDS> INC. under negligence theory for injuries, damages, or losses I may sustain as a Driver/Passenger/Visitor, 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.
32. This constitutes the entire agreement between MMDS Inc. and the student. This agreement cannot be amended or supplemented without the express written and signed consent of MMDS, Inc.



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33. MMDS. INC. is solely owned by Max and Lisa Maxwell.

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.



Parent of Guardian (if student under 18 years of age)

Max Maxwell
Executive Director

Date

PARENT OR GUARDIAN'S SIGNATURE IF STUDENT IS UNDER 18 YEARS OF AGE

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE FOR MYSELF AND THE MINOR STUDENT THAT WE HAVE REEAD THE 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 WILLINGLY AND VOLUNTARILY AGREE TO THIS UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed name of Student a/o Parent/Guardian
(if student under 18 years of age)

Signature

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