



Maxwell Motorsports & Driving School

20985 Highway 194, Somerville, TN 38068

(901) 755-6777

www.maxwelldriving.com

Defensive Driver Program Agreement

This Agreement is entered into on the _____ day of _____, 2026, by and between Maxwell Motorsports & Driving School, Inc. (“MMDS”) and

Student: _____

Parent/Guardian (if student is under 18): _____

Hereinafter collectively referred to as the “Student” and the “Parent.” In consideration of the promises herein and other good and valuable considerations, the Parties agree as follows:

Program Overview

Maxwell Motorsports & Driving School (MMDS Inc.) offers professional defensive driver education through structured training programs. Courses include classroom instruction, simulator training, and hands-on driving lessons tailored to TN State requirements.

Tuition & Payments

Program Options:

- 36-Hour Program: \$656.00
- 40-Hour Program: \$866.00

Payment Terms:

- Tuition is due in full at registration unless MMDS approves other arrangements in writing.
- Students may not begin classroom or driving sessions until tuition is paid.

Refund Policy:

- More than 2 weeks before class: 100% minus \$53 administration fee
- 1-2 weeks before class: 50% refund
- Less than 1 week before class or no-show: No refund
- Once the student attends any part of the classroom or driving instruction, no refund is available.
- Missed time or withdrawal from the program after beginning instruction does not reduce tuition.



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Additional Fees:

- Late Registration (same day): \$25.00
- Returned Check: \$50.00
- Late Payment (monthly): \$25.00
- No-Show for Driving Sessions: \$79.00
- Late Cancellation of Driving Sessions: \$53.00
- MMDS Inc. reserves the right to add a fuel surcharge, due to rising fuel costs.

**All fees must be paid in full to receive the Certificate of Completion or other necessary documentation.*

Initial _____

Eligibility & Requirements

- Safe participation in behind-the-wheel driving instruction requires the Student to be fluent in **both spoken and written English**. The Student must be able to immediately understand, process, and respond to verbal and written instructions, safety commands, traffic-related terminology, and corrective guidance provided by the instructor.
- Driving lessons **cannot** be conducted through interpreters, translation applications, electronic translation devices, or third-party assistance of any kind.
- If, at any time, MMDS determines that a language or communication barrier compromises the safety of the Student, the instructor, or the public, MMDS reserves the right to suspend or discontinue instruction immediately.

Instructional fees shall not be refunded in such circumstances.

Initial _____

Code of Conduct & Classroom Policies

- Students must behave respectfully and maintain a clean learning space.
- Students are assigned seats and must clean their area of trash, food, gum, and other debris after each class.
- Cell phones are not allowed. Students must place their phone in a designated bin during the entire duration of the instruction day. Repeated violations may result in dismissal.
- Absences from classroom instruction must be made up in the next available session.
- Students must be picked up promptly after class or driving sessions.

*****MMDS Inc. is not responsible for students left unattended.***

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Scheduling & Driving Sessions

- Drive times fill quickly—schedule early.
- All classroom, simulator, and driving sessions must be completed within **8 months**.
- Parents and Students are responsible for knowing the dates, times, location, and instruction type the Student is participating in.
- No-shows (arriving 10+ minutes late or not showing up): **\$79 fee**
- Cancellations within 48 hours: **\$53 fee**
- Reschedules must be made online or in-person. No phone changes allowed.
- All fees must be **paid in full** before the Student's next driving session.
- All fees must be **paid in full** to receive the Certificate of Completion or other necessary documentation.

Initial _____

Expectations & Responsibilities

- Students must attend all scheduled sessions **on time** and be prepared.
- Parents are responsible for ensuring their teen completes at least **50 hours** of supervised practice, *including 10 hours* at night.
- Parents and Students are responsible for obtaining a Learner's Permit.
- MMDS Inc. does not guarantee public road driving if the student lacks readiness.
- MMDS Inc. reserves the right to terminate instruction at any time if a Student is non-compliant, uncooperative, or driving in a way that is deemed unsafe. In such cases, no refund will be issued.
- MMDS Inc. does not guarantee the Student, upon completion of instruction, will pass the Tennessee State Written Test or the Tennessee State Road Test.
- MMDS Inc. does not guarantee the Student, upon completion of instruction, is eligible for discounts from their insurance company.

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Waiver and Release of Liability

Acknowledgment and Assumption of Risk

I, the undersigned, acknowledge that learning to operate a motor vehicle involves certain inherent risks, including but not limited to: collisions, property damage, personal injury, or death. I understand these risks and voluntarily assume full responsibility for any loss, liability, or injury that may occur while participating in any driving instruction provided by Maxwell Motorsports and Driving School.

Initial _____

Release of Liability

In consideration for being allowed to participate in driving lessons and related instruction, I hereby release, waive, discharge, and hold harmless Maxwell Motorsports and Driving School, its owners, employees, instructors, affiliates, agents, and successors from all liability, claims, demands, or causes of action whatsoever, including those arising from negligence, which may arise from participation in driving instruction, use of vehicles, or presence on the school's premises.

This waiver applies to all claims for property damage, personal injury, and/or wrongful death.

Initial _____

Property Damage & Accidents

- Students and/or Parents are responsible for any damage caused to MMDS vehicles, equipment, or Agricenter property.
- If the student causes a collision during a lesson, the Parent/Student agrees to pay the insurance deductible, and any costs not covered by insurance.

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Medical Disclosure and Responsibility

I certify that the Student is physically and mentally fit to participate in driving instruction and that I have disclosed any relevant medical conditions or medications on the accompanying **Medical Disclosure Form**. I understand that it is my responsibility to keep the school informed of any changes to the Student's medical condition that may impact safety.

Initial _____

Emergency Medical Treatment

In the event of an accident or medical emergency, I authorize Maxwell Motorsports and Driving School to secure medical treatment deemed necessary. I agree to be financially responsible for any such treatment.

Initial _____

Media & Liability Releases

The Student and their Parent(s), if under 18, grant MMDS Inc. the irrevocable right and permission to photograph, record, film, or otherwise capture the Student's image, likeness, voice, and performance during participation in the driving program. This material may be used by MMDS Inc., its affiliates, and assignees in perpetuity for any lawful purpose, including, but not limited to, marketing, advertising, instructional content, promotional materials, newsletters, and social media, without compensation or further consent.

The Student and/or Parent(s) waive any right to inspect or approve the finished product or the use to which it may be applied. MMDS Inc. shall be held harmless from and against any claims for libel, slander, invasion of privacy, or any other claims based upon use of such material.

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Acknowledgment and Agreement

By signing below, I confirm that I have carefully read and fully understood the terms and conditions outlined in this agreement. I acknowledge that I have had the opportunity to ask questions and receive clarification where needed. I voluntarily agree to abide by all policies, expectations, and provisions set forth by Maxwell Motorsports & Driving School.

I understand that this agreement is legally binding and constitutes complete and final understanding between the parties. No changes or modifications shall be valid unless made in writing and signed by an authorized representative of Maxwell Motorsports & Driving School.

Student Signature: _____

Print Name: _____

Date: _____

Parent/Guardian Signature (if under 18): _____

Print Name: _____

Date: _____



Max Maxwell, Owner