



**DRIVE SMART WY, LLC**  
**CONSENT AND AUTHORIZATION; WAIVER AND RELEASE OF LIABILITY;**  
**ASSUMPTION OF RISKS, INSURANCE & INDEMNITY AGREEMENT**

THIS AGREEMENT FOR DRIVER'S EDUCATION PROGRAM (this "Agreement") is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Participant or Participant's Parent or Legal Guardian), whose address is \_\_\_\_\_ For \_\_\_\_\_ ("Student") and Drive Smart WY, LLC, a Wyoming LLC company, whose address is 2631 Pope Springs Rd, Laramie WY, 82070 ("Company").

**1. Consent and Authorization.** The undersigned hereby agrees, acknowledges and confirms that I am the parent or legal guardian of the undersigned minor participant or I am the participant over 18 years of age (hereinafter the "Participant"). I hereby give my full consent and authorization for the Participant to enroll and participate in a driver's education class offered by Drive Smart WY, LLC, (hereinafter referred to as the "Company"). *(Parent or guardian takes full responsibility for the minor participant by signing below)*

**2. Waivers and Release.** In consideration of the Participant being permitted to participate in the driver's education class offered by the Company (hereinafter referred to as the "Activity"), and any other activity associated with or undertaken in connection with the activity, the undersigned, for itself, heirs, personal representatives and/or assigns, and for the Participant, do hereby covenant not to sue the Company, and hereby release, waive and discharge the Company and its officers, employees and agents from any liability and from any and all claims, including the negligence of the Company, its officers, employees and/or agents, etc., resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity. It is agreed and understood that the Participant may be photographed and/or filmed while engaging in the Activity by cameras within the motor vehicle, or otherwise. The undersigned hereby irrevocably consents to and authorizes the use and reproduction by the Company, or anyone authorized by the Company, of any and all photographs and/or movies taken of the Participant for any purpose whatsoever and without compensation to the undersigned or the Participant. All digital reproductions, together with the prints, shall constitute the company's property, solely and completely.

**3. Assumption of Risks.** Participation in the Activity involves operation of a motor vehicle by the Participant who has little or no training in the operation of a motor vehicle. The Activity therefore carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but may range from, but not limited to, (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

**4. Code of Conduct.** The Code of Conduct attached hereto as Addendum I and incorporated herein by reference is applicable to the Participant at all times during classroom and behind-the-wheel instruction. Participant expressly acknowledges that failure of the Participant to abide by the Code of Conduct may result in termination of this Agreement and immediate dismissal from the Driver's Education Program. In the event of such dismissal, all fees paid to Drive Smart WY, LLC shall be non-refundable.

**5. Other fees, refunds and lost property.** The undersigned and the Participant hereby acknowledge, agree and understand that:

(a) A \$50 fee will apply for all changes and/or cancellations made less than 48 hours (excluding Sundays) of a previously scheduled Behind-the-Wheel or Classroom lesson and this fee shall also apply if the Participant does not show up for or is unavailable for the scheduled lesson; we will charge the fee for the following reasons:

1. If you fail to show for your scheduled lesson or class without canceling at least 48 hours in advance.
2. Forget to bring your permit or your license to your drive lesson.
3. Forget to bring your proof of Insurance.
4. Show up more than 15 minutes late for your Behind the Wheel lesson.
5. Forget required glasses or contacts.

(b) No refund allowed and shall not apply if the undersigned or Participant request to stop the lesson earlier than its normal ending time and acknowledge that if a lesson is stopped early, a completion certificate will not be issued until the time missed is made up. Normal fees shall apply when scheduling additional lessons.

(c) Drive Smart WY, LLC is not responsible for any of Participant's lost personal property left in its vehicles.

**6. Student License.** It is understood that the Participant must hold at a minimum, a valid Wyoming Instructional Learners Permit prior to beginning the Behind-the-Wheel portion of the training.

(continued)

**7. Insurance.** The Student and Parent understand that the student drives under the umbrella of the parent's insurance. The Student and parent also understand that certain hazards and risks are inherent in the operation of motor vehicles. The Student (or Parent if Minor) does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course instruction. All vehicles are fully covered with Liability insurance. The Student/Parent hereby FULLY and COMPLETELY releases the School, its agents and employees, from any and all liability whatsoever, and from ANY and ALL claims or cause of action resulting or arising from any damage or injuries suffered by the Student during the course or any extension thereof, to the extent that such claims shall not be covered by the Student's insurance coverage. The Student/Parent hereby further agrees to indemnify and hold the school harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the Student's operation of a School vehicle, or as a result of the Student's course of instruction, to the extent that such a claim isn't covered by the School's insurance coverage.

**8. Indemnification and Hold Harmless.** I also agree to indemnify and hold the Company harmless from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, incurred as a result of the participant's participation in the Activity, and to reimburse the Company for any such expenses incurred.

**9. Severability.** The undersigned further expressly agree that the foregoing consent and authorization, waiver and release of liability, assumption of risks and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wyoming, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**10. Amendments.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

**11. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming.

**12. Acknowledgment and Understanding;** I have read this consent and authorization, waiver and release of liability, assumption of risks, insurance and indemnity agreement, and I fully understand that I am giving up substantial rights, including my right to sue the Company. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature below to be the complete and unconditional release of all liability to the greatest extent allowed by law. A digital copy of this Agreement shall be as enforceable as an original.

_____ Signature of Parent/Guardian (if Participant is under 18)	_____ Print Name of Parent/Guardian (if Participant is under 18)	_____ Date
_____ Signature of Participant	_____ Print Name of Participant	_____ Date



**DRIVE SMART**  
DRIVERS EDUCATION  
LARAMIE - CHEYENNE

**ADDENDUM I**  
**CODE OF CONDUCT**

1. Proper attire must be worn at all times.
2. Improper language will not be tolerated in the classroom or vehicle.
3. No food in the vehicle, soft drinks or water is allowed only if the container has a lid.
4. Cell phones should be silenced and put in a bag or backpack in the back seat.
5. Remember: No smoking on any school property per state law.
6. Provide 48 hours notice if you need to cancel or reschedule your lesson. Late cancellations or NO SHOW will result in a rescheduling fee of \$50.00.