

Behind the Wheel Driving Instruction Acknowledgement of Risks of Participation & Liability Waiver

Please read this document carefully. For any participation in the activity of any behind-the-wheel lesson, program, instruction or service, organized by or purchased through Behind the Wheel Driving Instruction LLC of Eugene, OR, and/or use of the property, facilities and services of Behind the Wheel Driving Instruction LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions given by Behind the Wheel Driving Instruction LLC, or the employees, representatives or agents of Behind the Wheel Driving Instruction LLC.
2. I acknowledge the activity of driving a motor vehicle and riding in a motor vehicle comes with the inherent risk of injury ranging from minor injuries to more serious injuries, including dismemberment and/or death. I acknowledge the risks involved in my and/or my child's driver's participation in any activities involving a motor vehicle. I acknowledge that safety equipment, such as a safety belt, may cause irritation or minor injuries. I acknowledge that the act of driving, turning to look, and other physical expectations of driving may lead to minor discomfort and injury.
3. I agree to indemnify and defend Behind the Wheel Driving Instruction LLC against any claims or legal actions from any injury or damages stemming from my and/or my family's use of Behind the Wheel Driving Instruction LLC equipment or upon the presence of Behind the Wheel Driving Instruction LLC facilities.
4. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Behind the Wheel Driving Instruction LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
5. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or

circumstance, shall not affect the validity or enforceability of any other provision of this Agreement.

6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Oregon law.

7. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. BY SIGNING THIS DOCUMENT I ACKNOWLEDGE THE RISKS AND AGREE TO THE TERMS.

Printed Name of Student Driver Printed Name of Parent/Legal Guardian

Signature of Parent or Legal Guardian/Date

Signature of Participant/Student Driver/Date

Email Address Phone