



19 Prichard Street
Fitchburg, MA 01420
978-345-6200

COVID-19 Assumption of Risk, Waiver of Liability Agreement and Indemnification, Hold Harmless and Covenant Not to Sue Agreement

Parent and or legal Guardian COVID-19 Assumption of Risk and Wavier of Liability Agreement, with Safe Roads Driving Academy.

Adult Parent or Legal Guardian name (Print name) _____

Students Driver Name (Please Print) _____

Please read carefully: Legal release and waiver of liability.

1) WHEREAS I AM: student under 18 years-old, parent or legal guardian of a student under 18 years-old, hereinafter collectively referred to as “the undersigned” and in consideration for being permitted to enter a Safe Roads Driving Academy vehicle during an in-car driving lesson, observation and/or for my child(ren) listed above to so participate for any purpose, including, but not limited to, driving, riding, observation or use of Safe Roads Driving Academy facilities or equipment, or participation at any off-site Safe Roads Driving Academy location: The undersigned, on behalf of himself or herself and such participating children and any personal representatives, assigns, heirs, and next of kin (also referred to as 'the undersigned") hereby acknowledges, agrees and represents that he or she has carefully considered this liability and indemnification agreement and disease prevention protocol and has inspected the Safe Roads Driving Academy vehicles, premise, equipment or facility utilized and accepts the same as being safe and reasonably suited for the use or participation by the undersigned and/or participating child(ren).

2) In addition, the undersigned acknowledges that novel coronavirus ('COVID-19") infections have been confirmed throughout the United States, including cases in Massachusetts and the cities and towns serviced by Safe Roads Driving Academy, and county of Worcester. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and Massachusetts Department of Health (“Public Health Agencies”) and their recommendations for preventing and slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned and/or participating child(ren) shall visit or utilize the facilities, services of Safe Roads Driving Academy (other than any exclusively online services and programs) or enter any Safe Roads Driving Academy vehicle or facility within 14 days after: (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list <https://wwwnc.cdc.gov/travel/notices> prior to utilizing the facilities, services, and programs of Safe Roads Driving Academy, on a daily basis if necessary.

3) The undersigned also hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Safe Roads Driving Academy or enter any Safe Roads Driving Academy vehicle if he or she: (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, or at

Parent or Legal Guardian Initials: _____

Student Initials: _____



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least two of these symptoms: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Safe Roads Driving Academy immediately if he or she believes that any of the above, foregoing access/participation restrictions may apply.

4) While Safe Roads Driving Academy Incorporated has taken precautions to minimize such risks and to maximize the safety of the undersigned, some risk understandably remains, and cannot be controlled or eliminated by Safe Roads Driving Academy Inc. or its owner(s), officers, managers, staff, teachers, employees, sub-contractors, driving instructors, and/or agents, hereafter known as "Safe Roads Staff". The undersigned has read and is fully aware of Safe Roads Driving Academy COVID-19 prevention protocol, list of personal protective equipment, cleaning and supplies.

5) Safe Roads Driving Academy has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the protocol, and restrictions set forth above. The undersigned acknowledges and agrees that Safe Roads Driving Academy may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Safe Roads Driving Academy revised procedures prior to utilizing the facilities, services, programs and vehicles of Safe Roads Driving Academy. The undersigned further acknowledges and agrees that, due to the nature of in-car lessons and vehicles used or owned by Safe Roads Driving Academy as well as its facilities, social distancing of 6-feet per person between the undersigned and/or Safe Roads Driving Academy staff is not always possible.

6) The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, programs, participating in in-car lessons and entering Safe Roads Driving Academy vehicles and that the undersigned may, despite Safe Roads Driving Academy, Incorporated reasonable efforts to mitigate such dangers, result in exposure to COVID- 19, which could result in quarantine requirements, serious illness, disability, and/or death.

7) In further consideration of being permitted by Safe Roads Driving Academy for any purpose including, but not limited to, in-car driving lessons, or the use of any Safe Roads Driving Academy equipment or facility, the undersigned and/or participating child(ren) and any personal representatives, assigns, heirs, and next of kin (a.k.a. "the undersigned") hereby agrees to release, waive, covenant not to sue, and discharge Safe Roads Driving Academy, Incorporated, its directors, officers, employees, volunteers and agents from all liability to the undersigned.

8) The undersigned also hold harmless Safe Roads Driving Academy, Incorporated for any loss or damage, and any claim or demands on account of any illness or the death or property loss or damage of the undersigned and/or such participating children, trainee, participant, parent or legal guardian, sibling, relative, friend, attendee, or observer or any person who may contract COVID- 19, directly or indirectly, from the undersigned, whether caused by the negligence, active or passive, of Safe Roads Driving Academy, Incorporated or otherwise while the undersigned or such participating children are in, upon,



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or about Safe Roads Driving Academy, Inc. vehicles, equipment, premises, facilities or therein. The undersigned expressly and knowingly waives all rights under Massachusetts civil and criminal law.

9) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS SAFE ROADS DRIVING ACADEMY INCORPORATED, its owners, directors, officers, managers, staff, teachers, employees, sub-contractors, driving instructors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned and/or participating child(ren), trainee, participant, parent, legal guardian, sibling, relative, observer, or any person is in, upon, or about any Safe Roads Driving Academy, Incorporated vehicle, equipment, premise or facility. The undersigned understands and agrees that SAFE ROADS DRIVING ACADEMY INCORPORATED is not required to provide insurance to cover the undersigned and/or such participating children in the event they suffer illness of any sort or death or property loss or damage upon, or about the vehicles, equipment, premises or any facilities affiliated with SAFE ROADS DRIVING ACADEMY INCORPORATED.

10) The undersigned agrees and acknowledges that use of Safe Roads Driving Academy vehicles, equipment, facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness, injury or death or property loss or damage.

11) THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, ILLNESS, BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about Safe Roads Driving Academy Incorporated vehicles, equipment, premises or while using such vehicles, equipment, or participating in any program affiliated with Safe Roads Driving Academy. The undersigned acknowledges that any illness or injuries contracted or sustained may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

12) THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the state of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AGREEMENT, WAIVER OF LIABILITY AND THE INDEMNIFICATION, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE ABOVE AND I UNDERSTAND ITS TERMS AND MEANING. I AM VOLUNTARILY SIGNING AND BY DOING SO I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS, AND RELEASE THE ABOVE NAMED Safe Roads Driving Academy Incorporated AND ITS OWNERS, OFFICERS, MANAGERS, STAFF, TEACHERS, EMPLOYEES, SUB-CONTRACTORS, DRIVING INSTRUCTORS, MEMBERS, AND/OR AGENTS FROM LIABILITY FOR PERSONAL ILLNESS, INJURY, OR WRONGFUL DEATH OR PROPERTY LOSS OR DAMAGE CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF Safe Roads Driving Academy Incorporated. I ALSO ACCEPT LEGAL RESPONSIBILITY AND THE COST TO PAY FOR ANY LOSS FOR CLAIMS



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OR LAWSUITS AGAINST Safe Roads Driving Academy Incorporated AND ITS AGENTS ARISING FROM MY OBSERVATION, ATTENDANCE AND/OR PARTICIPATION IN ANY TRAINING PROGRAM. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGALRIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Safe Roads Driving Academy Incorporated IN CASE OF ILLNESS, INJURY, OR DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY Safe roads Driving Academy Incorporated FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH OR PROPERTY LOSS OR DAMAGE RESULTING.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDENNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINDOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO Safe Roads Driving Academy THAT I HAVE FULL AUTHORITY TO SIGN AGREEMENT ON BEHALF OF SUCH MINOR(S).

I ALSO CERTIFY BY SIGNING BELOW THAT I HAVE READ AND UNDERSTAND THE REOPENING PLAN FOR SAFE ROADS DRIVING ACADEMY AND THE GENERAL CHANGES TO SAFE ROADS DRIVING ACADEMY POLICY. I HAVE ALSO BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ON ALL OF THE INFORMTATION CONTAINED WITHIN.

_____/_____/2020
(PARTICIPANT NAME – PRINT / DATE)

(PARTICIPANT SIGNATURE)

_____/_____/2020
(PARENT NAME—PRINT / DATE / RELATIONSHIP)

(PARENT/GUARDIAN SIGNATURE OR LEGAL GUARDIAN IF UNDER 18 YEARS OLD)

EMERGENCY CONTACT NAME EMERGENCY CONTACT NUMBER

This is a legal document please read carefully before signing same.

Parent or Legal Guardian Initials: _____

Student Initials: _____