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| Enterprise # 1483 |
| 6019 Columbus Pike |
| Lewis Center, Ohio 43035 |
| (614)907-5903 |
| Report Year 2018 |

Abbreviated Adult Classroom Training Aggreement

1st Choice Driving Academy, hereinafter referred to as “The Driving School” agrees to provide applicant, hereinafter referred to as “Student”, 4 hours of classroom instruction based on the Abbreviated Adult Course Curriculum. State of Ohio regulations

require The Driving School to make available all training by . Should a student be unable to attend available

training sessions offered, the school is relieved of the aforementioned obligation. Regulations prohibit more than six hours of training to be conducted in one day. The Driving School shall furnish a licensed instructor. The tuition for said instruction is $ 80 .00

Any additional classroom training that the Student chooses to procure shall be furnished at the rate of $ 20.00 per hour.

The Driving School reserves the right to deny the Student admittance to any class if the Student is tardy. Should a check received as payment of tuition in whole or in part, be returned due to insufficient funds, the Student may be removed from classroom instruction until such check is made good. An additional fee may be charged for any returned check.

The Student is required to complete all available training within three months of the date the training begins. There may be no refunds provided after that time. Upon expiration of this agreement, a reinstatement fee may be charged before any further services are provided. If training is not completed within the three months, a new agreement shall be established and training shall be restarted.

The Driving School reserves the right to cancel this agreement at any time, should the Student’s conduct indicate a lack of responsibility deemed necessary by The Driving School. Destruction of property, or the possession, distribution, or use of any tobacco product, alcohol, or drug of abuse is strictly prohibited. Should this agreement be cancelled under such circumstances, all fees may be pro-rated, based upon hours of services provided prior to cancellation.

Refund Policy: **There will be no refund after the start of the Class**

The Driving School shall furnish a certificate of completion to all students who successfully complete the classroom instruction. Completion, as defined by the State of Ohio, refers to the completion of the required number of hours and the attainment of a score equal to or greater than 75% on the final exam. Should Student fail to achieve the minimum passing score on the final exam additional classroom attendance may be required.

Commercial Driving schools are licensed by the Department of Public Safety through the Driver Training Program Office, 1970 West Broad Street, Columbus, Ohio 43223.

I have read and understand and have received a copy of this agreement

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| School Official |
| Dennis Bowman |
| Signature of School Official Date |

Student Student DOB

Student Signature Date

School official must be the authorizing official, adult training coordinator, or instructor. The Driving School may add addendum(s).

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| Report Year 2020 |
| Release of Liability, Indemnification and Hold Harmless Agreement |

In consideration of participating in driving school activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence 1ST Choice Driving Academy and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for the (hereafter collectively referred to as “Releasees”), on behalf of myself and my children, parents, heirs, assignees, personal representative and estate and also agree

1. **I acknowledge that participating in driving school activities involves known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to collisions with other motor vehicles or objects, medical conditions resulting from physical activity and damage to clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment without jeopardizing the essential qualities of the activity.**
2. **I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.**
3. **I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasees from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.**
4. **I represent that I have adequate insurance to cover any injury or damage I may suffer of cause while participating in this activity or else I agree to bear the cost of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.**
5. **In the event that I file a lawsuit, I agree to do so solely in the state where Releasees’ facility is located and I further agree that the substantive law of that state shall apply.**
6. **I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.**
7. **By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the [arties on the basis of any claim of negligence.**
8. **I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.**

**I have read and understand this document and I agree to be bound by its terms.**

|  |  |
| --- | --- |
| Students Name | Parents Name Date |
| X |
| Students Signature | Parents Signature Date |
|  | X |

Lewis Center, Ohio 43035

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|  |  |  | Report Year 2018 |
| **Abbreviated Adult Student Classroom Training Report** |
| **School Name** |  |  |  |
| 1ST Choice Driving Academy |  |  |  |
| **Student Name** |  | **DOB** | **Phone#** |

# Address, City, State,Zip

**Permit # Date Issued Class Start Date Class End Date**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Class # | Date | Start | BreakTime | End |  | TotalTime | Oh Unit | Video | Class | Student | Instructor | License |
| Time | Time | Number | Time | Location |  | Initials | Initials | Number |
| 1 |  |  |  |  |  | 1--6 |  | Lewis Center |  |  |  |
| 2 |  |  |  |  |  |  |  | Lewis Center |  |  |  |
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| --- | --- |
| Final Test Percentage% | Istructors Printed Name |
| Dennis Bowman |

I, the undersigned Instructor or Adult Training Coordinator, certify that the student named above has received all classroom training required by Rule 4501-8-09 of the Ohio Administrative Code (O.A.C.). The student has also received all classroom training required by 4508.02 (C) of the Ohio Revised Code. This training included at least 4 hours, and covered units 1-6 of the Abbreviated Adult Course Curriculum. This course must be completed within 90 days from your start date.

|  |
| --- |
| **Signature of Instructor or Training Manager** |
| X |

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| --- | --- | --- | --- |
| 1 | Basic Control Tasks | 4 | Operating in Adverse Conditions |
| 2 | Traffic Control Devices and Laws | 5 | Driver Fitness |
| 3 | Perception and Driving Strategies | 6 | Owning and Maintaining a Car |

No person shall falsify, alter, or in any manner tamper with any records required to be kept by the O.A.C.

Breaks: Per O.A.C. 4501-8-09 (H) The total training a student received shall not exceed six hours in one day. Students receiving more than two continuous hours of training shall be permitted a ten-minute break at the approximate mid- point of the lesson.

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# C:\Users\Bowman\AppData\Local\Microsoft\Windows\INetCache\Content.Word\1stchoicesigndesign3.jpgThis form is required before students may participate in the car portion of Driver’s Education.

|  |  |
| --- | --- |
| Student Name | Age |
| Parent/Guardian Name |
| Home Phone |
| Doctor's Name |
| Hospital Preference |

|  |
| --- |
| My Child has the following medical conditions that may affect him/her in the car. If none=n/a |
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In the event neither parent nor Doctor listed above can be contacted, I hereby authorize 1ST Choice Driving Academy or his designee to obtain emergency car for my child when, in the opinion of a physician and/or surgeon licensed under the provisions of the Medical Practice Act, such medical care will be for the best interest of the child and should not be delayed pending consent of the parent or family Doctor. I understand the 1ST Choice Driving Academy has Liability Insurance which covers any medical or hospital costs that might occur if my child is involved in an accident while in their car. Consequently, I understand that any and all additional costs shall be my sole responsibility.

|  |  |
| --- | --- |
| Parents Name |  |
| Parent/Guardian Signature | Date |
| X |  |