

# WAIVER OF LIABILITY AND INDEMNIFICATION

## ACTIVITY: **Driver's Education Behind the Wheel Instruction**

*To be signed by adults if the participant is under 18 years of age.*

**Acknowledgement and Assumption of Risk:** The undersigned does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in the activity listed above.

The undersigned understands that this activity involves certain risks for physical injury to the participant, as well as risks regarding exposure to COVID-19. By participating in this activity, the undersigned acknowledges he or she may be increasing the risk of contracting the virus. The undersigned also understands that there are potential risks that may presently be unknown. Because of the dangers of participating in this activity, the undersigned recognizes the importance of complying, and agrees to fully comply, with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity, including instructions related to social distancing precautions, wearing face coverings, physical separation, and sanitization.

The undersigned understands that JTHS District 204 does not insure participants in the above-described activity, that any coverage would be through personal insurance, and District 204 has no responsibility or liability for injury or illness resulting from this activity.

**The undersigned acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury or illness, or death.**

### **Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned forever:

- a. waives, releases, and discharges District 204, its board members, agents, officers, and employees from any and all liability for the participant's disability, personal injury or illness, property damages, property theft, death or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and
- b. defend, indemnify, and hold harmless District 204, its board members, agents, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

I, the undersigned, affirms that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself, the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

### **READ ABOVE BEFORE SIGNING BELOW:**

**Name of Student:** \_\_\_\_\_ **Age of Student:** \_\_\_\_\_

**Signature of Student if 18 or older:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_