



186 West Boylston St. West Boylston MA 01583 508-835-2333 [www.CentralMasafety.com](http://www.CentralMasafety.com)

### TERMS OF AGREEMENT

**PARTICIPANTS under 18 years of age MUST have this form signed by a parent or legal guardian.**

The parties to this Agreement are you, the "Participant" and Central Mass Safety Council Auto School, Inc., the parent company ("CMSC") or one of its wholly owned subsidiaries, CMSC Cape Cod Inc. or CMSC South Shore Inc. CMSC also does business as "CMSC Auto School", "CMSC Driving School", "CMSC Cape Cod Driving School" and "CMSC South Shore Driving School".

As used in this Agreement, the term CMSC shall refer to the entity and its "Agents", being its owner(s), officers, managers, staff, teachers, employees, insurers, sub-contractors, driving instructors, safety course providers, its successors and assigns, and the owners of any vehicles or equipment used by CMSC, and the owner of any property used by CMSC in its programs. This waiver shall apply to any location at which CMSC conducts its programs. And this waiver shall apply to any CMSC "program" which includes, but is not limited to: Driver Education, road lessons, CMSC Skid School, Advanced Driver Training, Disability Driving, Driver Skills Development Program, Fleet Driver Training, Driving Evaluations, Road Test Sponsorship, and Refresher or Warm-up Road Lessons. Finally, this waiver shall apply to all "locations" at which CMSC may provide the programs, including all land, buildings, offices, classrooms, parking lots, and otherwise.

PREAMBLE There are risks inherent in driving a vehicle or motorcycle, the process of learning to drive, and being evaluated while driving. Though CMSC will carry and maintain insurance coverage, including contractual liability for bodily injury, death, illness, and property damage, and though CMSC will reduce risk and enhance safety, risks remain and cannot be eliminated.

PARTICIPANT REPRESENTATIONS. As a material inducement to CMSC's allowing their participation, Participant acknowledges and represents to CMSC as follows:

1. Except to the extent I have provided written detail of the same to CMSC, I have no impairment or condition that would affect my ability to participate in the programs.
2. I will never be under the influence of alcohol, non-prescription or illegal drugs during my time with CMSC. To the extent I am prescribed medication, it is my sole responsibility to consult with my physician about the effects of the same and ensure it will not affect my ability to operate a motor vehicle or motorcycle.
3. I know my participation in the programs may result in many kinds of injury or adverse health conditions including but not limited to EXPOSURE TO DISEASE (SUCH AS COVID-19), PHYSICAL, EMOTIONAL OR PSYCHOLOGICAL INJURY, STRAIN, FRACTURES, PARTIAL OR TOTAL PARALYSIS, SERIOUS DISABILITY, OR DEATH TO MYSELF AND/OR THIRD PARTIES, AS WELL AS DAMAGE TO MY PROPERTY AND/OR THE PROPERTY OF OTHERS, (hereinafter "INJURY, LOSS and/or DAMAGE").
4. I know that INJURY, LOSS and/or DAMAGE may be caused by CMSC's AGENTS, third parties, other Driving Students or Safety Course PARTICIPANTS, and may arise from foreseeable or unforeseeable causes. If I have brought an automobile, motor vehicle, or motorcycle to use during a TRAINING PROGRAM, I also agree that my release applies to any INJURY, LOSS and/or DAMAGE that occurs to it before, during, or after the TRAINING PROGRAM.

PARTICIPANT REPRESENTATIONS Continued from Page One (1)

5. By signing this document, I acknowledge that if I incur any INJURY, LOSS and/or DAMAGE, or death, during my participation in any CMSC TRAINING PROGRAM, I may be found by court of law to have waived my right to maintain a lawsuit against CMSC AUTO SCHOOL INC. and its AGENTS.

6. The undersigned understands and agrees that CMSC AUTO SCHOOL is not required to provide insurance to cover Participant in the event of INJURY, LOSS and/or DAMAGE.

ASSUMPTION OF RISK, WAIVER AND COVENENT NOT TO SUE

As a material inducement to CMSC's allowing their participation, Participant agrees, on behalf of themself, and their heirs and assigns, to waive and release any and all rights the Participant now has or may have in the future, to sue CMSC or its Agents for any INJURY, LOSS and/or DAMAGE to the Participant or their personal property, resulting or arising from, or in connection with the observation, attendance and/or participation in a CMSC program, including but not limited to operating or observing the operation of a motor vehicle or motorcycle, or related parts and equipment, ("VEHICLES, PARTS, and/or EQUIPMENT") and observing or attending a class or driving lesson from inside or outside of a vehicle or otherwise at a CMSC location. This waiver does not apply to any intentional misconduct on the part of CMSC and its Agents. This waiver does apply, however, to all other INJURY, LOSS, and/or DAMAGE that may befall the Participant or their property, regardless of cause.

INDEMNIFICATION AND HOLD HARMLESS

As a material inducement to CMSC's allowing their participation, Participant agrees, on behalf of themself, their heirs and assigns to hold harmless, defend and indemnify CMSC and its AGENTS, from any and all claims, suits, or causes of action by others for bodily INJURY, LOSS and/or DAMAGE, or loss to property that Participant may cause resulting from, arising out of, or otherwise in connection with his or her observation, attendance or participation at CMSC or any of its programs, including, but not limited to observing or operating a VEHICLE, PART and/or EQUIPMENT.

PHOTOGRAPH / VIDEO RELEASE AGREEMENT

Photo, audio, or video recordings ("IMAGE/RECORDING(S)") may be made and used by CMSC for: publicity; education; safety; advertising; website content; press releases; copyright or otherwise for legitimate business purposes. Participant acknowledges that CMSC vehicles will be equipped with cameras inside the vehicle for safety purposes. IMAGE/RECORDING(S) may be edited and Participant waives the right to inspect or approve any finished product. All IMAGE/RECORDINGS (and any reproductions, plates, negatives, recording tape and digital files) shall remain the property of CMSC in perpetuity and there is no limit to any medium, setting or geography where these materials may be distributed. Participant waives any claim to royalties or compensation arising from IMAGE/RECORDINGS, and releases and forever discharges CMSC and its AGENTS, from all claims, demands, rights, promises, damages and liabilities arising from the distribution of said IMAGES/RECORDINGS including any claims for invasion of privacy, appropriation of likeness or defamation.

FUTURE CONDUCT

Participant agrees and acknowledges that the training provided by CMSC, even in the instance of passing any CMSC program, does not provide any assurance of future conduct or safety, and that the Participant fully waives and releases CMSC from any claim or cause of action that may accrue outside of or following a training from CMSC.

MISCELLANEOUS

1. PARTICIPANT's observation, attendance, or participation is voluntary, and they elect to observe, attend, or participate despite the inherent risks explained above.
2. This Agreement is always applicable in all LOCATIONS, whether during classes, behind the wheel, operating, observing or otherwise.
3. This Agreement shall be construed and enforced in accordance with Massachusetts law and is intended to be as broad and inclusive as is permitted by applicable law. If any portion is held invalid then the balance shall, notwithstanding, continue in full legal force and effect.
4. Should CMSC or its AGENTS, be required to incur attorney's fees and cost to enforce this agreement, PARTICIPANT agrees to indemnify them for all such fees and costs

TERMS OF AGREEMENT

*Continued from Pages One (1) and Two (2)*

**I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP VALUABLE RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM CMSC IN CASE OF "INJURY, LOSS AND/OR DAMAGE" AT ANY CMSC LOCATION OR PROGRAM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF, AND INDEMNIFICATION FOR, ALL CLAIMS.**

**IF SIGNING ON BEHALF OF A MINOR OR WARD, I UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF THAT MINOR OR WARD AND I REPRESENT AND WARRANT TO CMSC THAT I HAVE THE FULL AUTHORITY TO DO SO.**

Print Participant Name (Below)	Date	Participant Signature (Below)
Print Parent/Guardian Name If Under 18 Yrs. Old	Date	Parent/Guardian Signature If Under 18 Yrs. Old
Relationship		Relationship
Emergency Contact Full Name		Emergency Contact Number