RELEASE AND WAIVER OF LIABILITY

A-ALERT DRIVING SCHOOL, LLC
1116 WALNUT ST
WEST BEND, WI 53095

ADULT/PARTICIPANT: _____

As a condition to and in consideration of the Adult student (hereinafter referred to as "Participant") participating in physical and classroom driving instruction (the "Activity"), the undersigned and on behalf of the Participant hereby certifies, covenants, and agrees as follows:

1. The Adult is in good physical condition without a history of seizures or sudden loss of consciousness or the Adult has been cleared by the Adult's personal physician to engage in the Activity and related activities and is able to participate in the Activity. _____ (Initial)

2. The undersigned understands that A-Alert Driving School, LLC does not represent that its employees, personnel, or agents have any expertise in diagnosing, examining, or treating any medical conditions of any kind or in determining the effects of stress or driving a motor vehicle on such medical conditions. The undersigned understands that there are inherent dangers and risks associated with the Activity, particularly in driving a motor vehicle, which dangers include, but are not limited to, collision or impact of the motor vehicle causing physical injuries to the Minor's body, which could cause serious and significant bodily injury or death. The Adult will be a participant in the Activity and will be driving a motor vehicle under the supervision of A-Alert Driving School, LLC. _____ (Initial)

THE ADULT HEREBY RELEASES A-ALERT DRIVING SCHOOL, LLC, ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUCCESSORS, AND ASSIGNS ("RELEASEES") FROM ANY CLAIM OR LIABILITY FOR INJURIES TO THE ADULT OR THE ADULT'S PROPERTY, AND ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM, OR SUIT WHATSOEVER FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM, RELATING TO, OR ARISING OUT OF THE ADULT'S USE OF A-ALERT DRIVING SCHOOL, LLC VEHICLES, THE ADULT'S PARTICIPATION IN THE ACTIVITY, USE OF EQUIPMENT, OR ENGAGING IN STUDENT DRIVER RELATED ACTIVITIES. THIS RELEASE INCLUDES RELEASING ANY CLAIM AGAINST RELEASEES FROM THEIR OWN NEGLIGENCE. BY EXECUTING THIS RELEASE THE UNDERSIGNED UNDERSTANDS THAT THE UNDERSIGNED ON BEHALF OF HIMSELF/HERSELF AND THE ADULT STUDENT ARE ASSUMING ALL RISKS THEMSELVES AND ASSUMING ALL LIABILITY FOR THE UNDERSIGNED AND THE ADULT. THIS RELEASE DOES NOT WAIVE LIABILITY FOR INTENTIONAL OR RECKLESS ACTS OF A-ALERT DRIVING SCHOOL, LLC AS LIABILITY FOR INTENTIONAL AND RECKLESS ACTS MAY NOT BE WAIVED. _____ (Initial)

5. IF, DESPITE THIS RELEASE, I, THE ADULT, OR ANYONE ON THE ADULT'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. _____ (Initial)

6. The undersigned for himself/herself and the Adult student hereby waives the right to bargain for different waiver of liability terms. The undersigned for himself/herself have considered that if this waiver of liability was not as broad as it is, the cost of participation in the Activity would be considerably more expensive, and since the undersigned for himself/herself do not want to pay any additional expense, we waive our right to bargain for different waiver of liability terms. We have enough information to give our consent and execute this release and waiver of liability. We understand the risks associated with the Activity and the participation in the Activity and we understand that we are waiving liability and accepting those risks in signing this release. We understand that we are signing a release and waiver of liability and releasing A-Alert Driving School, LLC, its agents, employees, officers, directors, shareholders, members, and assigns from any claims that we or the may have against them for injuries as stated above, including negligence claims. _____ (Initial)

Dated: _____ _____

Student/Adult participant