

CONSENT AND RELEASE

**THE DRIVING EXPERIENCE, LLC**

The Drive Experience, LLC aims to improve the driving skills of its students when placed in real driving situations. Through the use of a multi-screen simulator, students are able to:

- Practice potentially risky situations in a safe environment;
- Increase their knowledge retention by actually doing and not just listening to instruction;
- Receive more comprehensive analysis and report of their driving technique results; and
- Physically demonstrate what they have learned, which further solidifies better driving skills.

**HEALTH AND SAFETY PRECAUTIONS: IMPORTANT INFORMATION**

If you experience any muscle discomfort or fatigue, stop and rest for several hours before using the simulator again. If you experience any serious symptoms, immediately stop using the simulator and seek medical attention. If you have ever experienced any symptoms before from viewing a multi-screen display or other similar displays, you should consult a doctor before using the simulator.

Some guidelines that may help reduce your risk of discomfort or fatigue:

- Avoid excessive use.
- Position yourself comfortably and avoid awkward positions.
- Keep your hands, fingers, and other body parts as relaxed as possible.

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**WARNING – PHOTOSENSITIVE SEIZURES**

A very small percentage of people may have seizures or blackouts when exposed to certain visual images, such as light flashes or patterns that may appear in videos. Even if you have never had a seizure or epilepsy before, some people may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while watching such videos. These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. Immediately stop using the simulator and consult a doctor if you experience any of these symptoms. Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition, or has a relative with a history of seizures or epilepsy, should consult a doctor before using the simulator.

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**RELEASE AND WAIVER**

I hereby release and forever discharge The Driving Experience, LLC, and its directors, officers, agents and employees (hereinafter “the Releasees”), from all liability to me, my personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses, or damages on account of any injury to me, including but not limited to death, caused or alleged to be caused in whole or in part by the inherent risks of the use of the simulator equipment or facilities. I agree, and, as a condition of being allowed to use the simulator equipment and facilities, warrant that I am comfortable in and around simulators and the related equipment and that I am in good physical health. In particular, I warrant that I have none of the medical conditions indicated in the Health and Safety Precautions, or Warning above, that would be adversely affected by my use of the simulator equipment and facilities. I acknowledge that I have read and understood the risks inherent in the use of the simulator equipment and facilities and am voluntarily assuming the risks inherent in the use of such equipment and facilities. I further acknowledge that The Driving Experience, LLC assumes no liability for illness or injury resulting from the use of the simulator equipment and facilities. I also acknowledge that I have had adequate time to read this document and to decide whether to use the simulator equipment and facilities. I understand the terms herein are contractual and not a mere recital; I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me; and if I have any doubts concerning the contents of this agreement, I will consult an attorney before signing it.

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**CANCELLATIONS AND REFUNDS**

A full refund will be provided if made:

- In writing (no reason for the cancellation is necessary, but must include: Student’s Name, Phone Number, Date and Time of Appointment);
- Sent via email to: thedrivingexperience@outlook.com; AND
- At least 24 hours in advance of the appointment time.

Any and all refunds will be given in the form of original payment made. NO REFUND WILL BE ISSUED IF CANCELLATION IS RECEIVED LESS THAN 24 HOURS FROM APPOINTMENT TIME.

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**ACKNOWLEDGEMENT**

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND WARRANTS THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE TERMS AND CONDITIONS IN ORDER TO PARTICIPATE IN THE DRIVING EXPERIENCE, LLC COURSE.

Date:

\_\_\_\_\_  
Student Name (Print)

\_\_\_\_\_  
Student Signature

Date:

\_\_\_\_\_  
Parent Name (Print), if Student is a minor

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Parent Signature