

## ACHIEVEMENT Driving School Registration Form

Student Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

High School Attending: \_\_\_\_\_

**\*Student must be or turn 15 during the course and birth date verified by instructor** \_\_\_\_\_

Student Cell Phone \_\_\_\_\_ HOME # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Guardian Name: \_\_\_\_\_ Guardian Cell# \_\_\_\_\_

WORK #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

The Undersigned does hereby swear that the above information is true and correct to the best of his/her knowledge.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

### CONFIDENTIAL HEALTH INFORMATION

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Do you currently wear corrective lenses?  Yes  No  Contacts  Glasses.

Please circle below any physical and/or medical limitations your teenager may have:

Hearing Problems      Yes No      Rheumatic Fever      Yes No

Vision Problems      Yes No      Epilepsy      Yes No

Diabetes      Yes No      Fainting Spells      Yes No

Heart Trouble      Yes No      Paralysis      Yes No

Orthopedic Problems      Yes No      Cerebral Palsy      Yes No

Chronic Illness      Yes No      Asthma      Yes No

Allergic Reactions      Yes No      Other (describe) \_\_\_\_\_

Is your student taking any medication regularly? Yes No      If yes, please list: \_\_\_\_\_

Describe side effects: \_\_\_\_\_

Does your son/daughter have any specific learning problems (including reading difficulties) which might hinder progress or limit participation in either classroom or in-car activities?      Yes      No

If yes, explain: \_\_\_\_\_

Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: Students will not be scheduled for BTW until this form has been completed, signed, and returned to the school.**

Please initial: **I have received and understand the parent letter including the refund and cancellation** \_\_\_\_\_ (parent initials)

## PARENT LETTER (effective March 25, 2020)



Dear Parent(s)/Guardian(s):

Welcome to Achievement Driving School (ADS). No doubt your teenager is eagerly looking forward to obtaining a learner's permit and the privilege of taking a traffic safety education course. Students must be at least 15 years old or turn 15 during driver education class in order to apply for a permit. As parents and instructors, we have a serious responsibility to provide our youth with an opportunity to learn to use the motor vehicle wisely and safely. The following information is provided to help you plan ahead for this vital virtual/interactive instructional program.

This instruction is most effective when students are at the height of their own motivation to learn. It is also most valuable when they apply what has been learned. We encourage all parents to actively participate in their child's driver education. Parents should do the following: 1. Monitor and supervise students while completing the virtual classroom. 2. Review their online schedule2drive account. 3. Upon your child's receipt of the permit, practice driving with them. Your child has access to the NM GDL brochure, which includes a driving log. Please review the brochure for all the information and details concerning NM's graduated license program. You can also go to <http://www.mvd.newmexico.gov/drivers/Pages/Home.aspx> for additional information.

Upon completion of the 30 hour Virtual online Course, your student must pass the proctored final exam (zoom) with a minimum of 70%. Your student will then complete the State required 7 hours of behind-the-wheel (BTW) training which will not be scheduled for 90 days and prior to receiving their Certificate of Completion. The student must register for schedule2drive.com. They will make appointments for 3 hours of range instruction and 4 hours of on-street instruction which has been postponed for 90 days. . To foster maturity and self-efficacy, we encourage the students to schedule their own drive time. All driver education provided by ADS expires 1 year from the start date of your student's class. It is the student's responsibility to schedule their BTW training. Students should schedule 1 hour **each month** until they have met the State requirement of 7 total hours. Additionally, parent(s) are required to drive with their child a minimum of 50 hours of supervised practice drive time, 10 of these hours must be at night prior to the issuance of the student's provisional license. Upon completion of all requirements, it is the student's responsibility to return to ADS to obtain the certificate of completion. **ACHIEVEMENT DRIVING SCHOOL IS NOT RESPONSIBLE FOR REMINDING YOU TO SCHEDULE DRIVING LESSONS, PAY BALANCES DUE, OR OBTAIN CERTIFICATES OF COMPLETION.**

Please be reminded that no person may legally drive any automobile upon the public highways or streets without a valid learners permit or license. While on a learner's permit, the driver must have a licensed driver who is at least 21 years old and they must have at least three years driving experience in the vehicle. Also, it is illegal for the owner of a motor vehicle to authorize or knowingly allow such vehicle to be driven upon a roadway by a person who is not properly licensed.

### Refund and Cancellation Policy

- **NO REFUNDS WILL BE GIVEN FOR ANY REASON AFTER THE COURSE BEGINS.**
- **A non-negotiable \$30 fee is required for each re-scheduled BTW appointment including but not limited to: cancellations, tardiness(5 minutes allowable), failure to provide a valid permit to driving instructor**
- **You must complete your full course requirements within 1 year of the registration date of your class.**
- **Achievement Driving School assumes NO responsibility for any unfinished requirements 1 year after the registration date of the student's class.**
- **Upon completion of BTW, it is the student's responsibility to obtain a certificate of completion; a replacement certificate of completion will be an additional charge of \$35.**
- **Student's FIRST Behind The Wheel (BTW) range session will be scheduled within 90 days after the completion of the classroom instruction.**
- **It is the student's responsibility to schedule their BTW at [www.schedule2drive.com](http://www.schedule2drive.com), instructor will review the procedure for scheduling.**
- **We make every effort to return all messages within 24hrs.**
- **Achievement Driving School is not responsible for any unfinished requirements 1 year after the student's registration date.**
- **ABSOLUTELY NO CELL PHONES ARE PERMITTED DURING INSTRUCTION OR DURING BEHIND THE WHEEL DRIVE TIME. A STUDENT WILL BE EXPELLED WITH NO REFUNDS!**
- **Achievement Driving School will not take responsibility for lost, stolen, items.**
- **Attendance:** All absences must be made up. Please make arrangements with the instructor to schedule this.
- **While we understand emergencies happen, a NON-NEGOTIABLE \$30 fee will be assessed for any BTW not cancelled within 24 hrs, tardiness for appointment, or failure to present valid permit to driving instructor prior to getting BTW.**

PARENT signature \_\_\_\_\_ Date: \_\_\_\_\_

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in Achievement Driving Lessons (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Achievement Driving School, located at 4020 Saint Josephs Place Northwest, Albuquerque, New Mexico 87120, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION (S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Achievement Driving School against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Achievement Driving School incurs any of these types of expenses, I agree to reimburse Achievement Driving School.

I acknowledge that Achievement Driving School and their directors; officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Achievement Driving School.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Achievement Driving School AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Achievement Driving School FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Achievement Driving School, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and Achievement Driving School agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Telephone
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#### PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows: I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of **18 years or older**, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_