

# WNC Driving School, LLC

P.O. Box 821  
Franklin, NC 28744  
828-342-6051

## Contract Agreement for Behind-the-Wheel Driving Instruction

DATE \_\_\_\_\_

THIS is a contract for behind-the-wheel (BTW) driving instruction between:

WNC Driving School LLC, HEREIN referred to as the "School" - AND -

(PARENT NAME) \_\_\_\_\_

(PRINT ADDRESS) \_\_\_\_\_

HEREIN referred to as the "Parent/Guardian" and on behalf of:

(STUDENT NAME) \_\_\_\_\_

HEREIN referred to as the "Student."

Name of School Student Attends: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Does the student have any medical conditions or medications the instructor should be aware of?

\_\_\_\_\_

For the sum of \$\_\_\_\_\_.00, the school will provide BTW driving instruction to the Student. An instructor licensed by the North Carolina Department of Motor Vehicles (NCDMV) will provide the instruction. The vehicle used for the instruction will be equipped, registered and insured as required by the NCDMV.

Instruction will be conducted between the hours of 6:00 AM and 9:00 PM, at a time agreed upon by the Student and School. Lessons will include but are not limited to: instruments and controls, steering, putting vehicle into motion, turning, backing, parking, intersections and highway driving.

The vehicle used for the instruction is equipped with dual breaks (for student and instructor). The radio, CD or other distracting equipment will NOT be in operation during instruction.

It is agreed that an instructor or employee of this school shall not give the impression to a student that upon completion of their instructions, this school will guarantee the securing of a driver's license to operate a motor vehicle. During the course, students are instructed in the basic skills necessary for the safe operation of a motor vehicle. However, with any skill, it is only with repeated practice that the skill is developed and perfected.

Cancelled driving appointments result in lost instructional hours. Driving appointments must be cancelled at least 24 hours in advance to avoid a \$40.00 rescheduling fee.

Payment is expected in full at time contract is signed. Acceptable forms of payment: cash or check. Make checks payable to WNC Driving School, LLC. There will be a \$20 charge on all returned checks.

\_\_\_\_\_

Initial

\_\_\_\_\_

Initial

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This agreement constitutes the entire contract between the school and the student, and any verbal assurance or promises not contained herein shall bind neither the school nor the student.

This school is licensed by the State of North Carolina, Division of Motor Vehicles (NCDMV). If either the school or instructor fails to comply with the contract, the school shall refund, pro rata, all monies collected from the student.

**BY SIGNING BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS CONTRACT.**

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

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

## RELEASE, ASSUMPTION OF RISK AND IDEMNIFICATION AGREEMENT

I make this release, assumption of risk and indemnification agreement as parent and natural guardian or legal guardian of (\_\_\_\_\_) (Children). In consideration of the Children's participation in the driving instruction and/or road testing and any and all events or activities in relation thereto (collectively the "Activity") permitted by WNC Driving School, LLC and with the understanding that the Children's participation in the Activity is only on the condition that I enter into this agreement for the Children and myself, our heirs and assigns, I hereby assume the inherent and extraordinary risks involved in the Activity, and any risks inherent in any other activities connected with the Activity in which the Children may participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death) which may occur as a result of the Children's participation in the Activity and release from liability WNC Driving School, LLC, its and their officers, directors, agents, representatives, heirs and employees. I hereby waive any and all claims I or the Children may hereafter have as a result of any and all injuries, disease or sickness (including death) to the Children as a result of the Children's participation in the Activity. I hereby agree to indemnify all of the above named persons for any and all claims, including attorney's fees and costs, which may be brought against any of them by anyone claiming to have been damaged as a result of any injury, sickness or disease (including death) to the Children which may occur as a result of or during the Activity. I understand that the Activity may be dangerous and that physical injury, property damage or death may result. I certify that I have read and fully understand this release. I am of lawful age and legally competent to make this agreement. I understand that I am waiving any and all claims I or the Children may have against WNC Driving School, LLC, its officers, directors, agents, representatives, heirs and employees as the result of participation in the Activity.

### THIS IS A RELEASE, READ CAREFULLY BEFORE SIGNING

WITNESS	PARENT SIGNATURE	DATE
X	X	X