

## School & Student Contract

This form is in accordance with the provisions of Chapter 488, Florida Statutes and Administrative Rule 15a-11.008 and 15a-11.012

\_\_\_\_\_

Date

\_\_\_\_\_

Student's Driver's Permit/License Number

\_\_\_\_\_

Student's Date of Birth

\_\_\_\_\_

Permit/License Issued

\_\_\_\_\_

Permit Restrictions ("REST" on Permit/License)

\_\_\_\_\_

Student's Age

**Alafia Driving Academy Incorporated**  
**813-438-9712    Info@AlafiaDrivingAcademy.com**

\_\_\_\_\_

Student Name

\_\_\_\_\_

Parent/Guardian Name

\_\_\_\_\_

Preferred Pickup/Drop Off Address

IT IS IMPORTANT THAT YOU CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR ONE OF OUR CLASSES OR PROGRAMS. This Agreement is between you and ALAFIA DRIVING ACADEMY hereby referred to as "ADA". It refers to the services provided by ADA as described on our website, AlafiaDrivingAcademy.com. By signing the last page of this document and returning it to Alafia Driving Academy, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE BINDING TERMS OF THIS AGREEMENT. You also acknowledge that you are the parent or legal guardian of the student or that you are at least 18 years of age.

### Parental Consent

The parent/guardian of the student hereby agrees to allow their son/daughter to take part in one-on-one driving lessons with a certified ADA Driving Instructor and to partake in all of the mandatory curriculum and courses that correspond with the program in which the student is enrolled.

### Paperwork

All paperwork must be filled out prior to a student beginning their program, using the true legal name of the student that matches the student's Learner's Permit. Please have the student's Learner's Permit available at all times; during the first lesson, the Driving Instructor is required to make a copy (photograph) for ADA records. Instructors carry the paperwork, or it may be downloaded from our website.

### Cancellation and No-Show Fee

Cancellations may be done with 48 hours' notice.

If a student does not show up to his/her session, he/she will be charged a no-show fee that will be paid before the next lesson begins. The no-show fee will be equal to the lesson fee for the scheduled appointment.

Driving Instructors will wait 15 minutes before considering the student a no-show. There will be no exceptions. If the Driving Instructor has waited 15 minutes, and has tried unsuccessfully to contact the student, they will leave the pick-up site, and the student will be charged the no-show fee, and will have to reschedule their lesson.

## **Learner's Permit**

A student who holds a learner's permit must have the original learner's permit (photocopy is not permitted) with them for their lessons or else the lesson will be forfeited and the no-show fee will be charged to the student.

## **Geographical Restrictions**

It is the parent/guardian/student's responsibility to ensure that each program that they sign up for is geographically within ADA's serviceable radius. If a student wishes to be picked up outside of ADA's reachable radius, then he/she must consult ADA. An additional charge may be incurred for the additional traveling expenses, and that charge will be determined by ADA, in its sole discretion, on a case-by-case basis.

## **Rescheduling Appointments**

ADA, in its sole discretion, reserves the right to reschedule a student's appointment based on Driving Instructor availability for any of our services. Due to unforeseen circumstances such as traffic, the Driving Instructor may show up late for the scheduled driving lesson. The Driving Instructor might also have an illness or a sudden emergency and, therefore, ADA might have to reschedule a driving lesson appointment at the last moment. Keep in mind that the Driving Instructor will still conduct the full driving lesson if the Driving Instructor arrives late for the appointment. ADA will notify the student as soon as possible when any of these circumstances arise, and the student will not be charged to reschedule the lesson.

If the student needs to reschedule a lesson, he/she must notify ADA 48 hours prior to their appointment time. If the student does not notify ADA, he/she will be charged a no-show fee equal to the lesson fee for the scheduled appointment.

## **Changing a Pick-Up/Drop-Off Location**

The student may change their pick-up and drop-off location, with parental consent, for a behind-the-wheel lesson, but it must be within ADA's geographical limitations, and must be approved 24 hours before their behind-the-wheel lesson. ADA has the right, within its sole discretion, to deny any new pick up/drop off location.

## **Safety Behind the Wheel**

ADA and its Driving Instructors reserve the right to stop a lesson at any time due to the student's reckless and/or careless driving or unsafe conditions. Driving Instructors may take control of the car at any point during a lesson if they feel that the driver is unable to complete the lesson safely. If a lesson has to be discontinued for any of these reasons, the lesson will be forfeited and the student may reschedule a lesson at his/her expense.

## **Vehicles**

All ADA vehicles will be kept up to date with current registration, regular services and all necessary repairs. All necessary safety precautions will be taken before the student gets in an ADA vehicle for his/her lessons. Should something happen to any ADA vehicle which affects its safety or mechanical operation immediately prior to and/or during a lesson, ADA will, at its sole discretion, either reschedule a pro-rated lesson or schedule another lesson at no cost to the student on a case-by-case basis.

## **Personal Vehicle Use (If requested)**

The student may voluntarily choose to drive a personal vehicle (with Instructor's consent) while being taught by ADA Instructors. They will carry at least the legally mandated minimum amounts of liability insurance for their vehicle, and understand and agree their personal auto insurance will apply for any accidents/injuries that might be incurred during the lesson while the student is driving.

## **Student's Physical and Mental Condition**

It is the responsibility of the student and/or his/her parent/guardian(s) to notify ADA if there are any physical, mental or other conditions that can affect the student's ability to drive safely. The student/parent/guardian must notify ADA if there is any kind of medication that can affect the student's ability to drive safely. It is similarly the student and parent/guardian's responsibility to check if any medications affect the student's driving abilities.

Parents of students with learning disabilities are required to disclose these conditions and share student's Individual Learning Plan with ADA prior to start of behind-the-wheel lessons to contribute to the safety of both student and Driving Instructor.

## **Behavior**

The student must, at all times, act in a mature, respectful and appropriate manner during behind-the-wheel lessons, classroom sessions and/or workshops. Any behavior the Driving Instructor and ADA deems inappropriate and/or disruptive to the learning process can result in student expulsion. In the case of an expulsion, no refunds will be given. There will be no exceptions. The

Driving Instructor will give two (2) warnings before expelling the student. No texting, cell phones, paging or electronic devices will be permitted during any of our training sessions.

### **Cognitive Awareness**

The student agrees that he/she will not be under the influence of alcohol, illegal substances, or any other intoxicants or legal drugs which might induce sleepiness, nervousness, or other condition which could adversely affect his/her ability to drive an automobile or understand and comply with oral or written directions regarding the use of an automobile while participating in the program.

### **Eyesight**

The student agrees that his/her eyesight will be sufficient for the purposes of carefully and cautiously driving an automobile and sufficient for him/her to read and understand ordinary road signs. If he/she has received a prescription for eye wear to be used to correct any eyesight deficiency which could adversely affect his/her driving ability, that prescribed eye wear will be worn throughout participation in the program.

### **Guarantee or Warranty**

ADA DOES NOT PROMISE, WARRANT, OR GUARANTEE THAT ANY OF ITS STUDENTS WILL PASS HIS/HER DMV ROAD TEST OR THAT THEY WILL NOT GET INTO ANY AUTOMOBILE CRASHES WHILE TAKING PART IN ANY BEHIND-THE-WHEEL TRAINING LESSONS. To the fullest extent allowed by law, ADA disclaims any and all express and/or implied warranties related to its program, methods, processes and/or curriculum.

### **Refunds**

ADA will not issue refunds once the student begins his/her behind-the-wheel lessons. ADA, however, reserves the right to issue refunds in extraordinary circumstances on a case-by-case basis. All refund requests must be made in writing and include the specific reason(s) for the requested refund and, only if accepted and approved by ADA management, a refund will be issued to the student on a pro-rated basis.

### **Change of Program**

ADA reserves the right, in its sole and absolute discretion, to change, alter, modify and/or terminate its program or any portion thereof at any time as it deems necessary. Instructors may also change without notice due to unforeseen issues or illness.

### **Release and Waiver**

The student and his/her parent/guardian hereby release, waive, and discharge all claims and potential claims against, and covenants not to sue ADA, its parent, subsidiaries, affiliated entities, officers, employees, agents and facilities with respect to any damages, injuries or losses of any kind to the student or any vehicle or any property damage or loss to any other party arising in connection with the student's enrollment and participation in the ADA curriculum, programs and training sessions and the student's operation of any ADA vehicles.

### **Personal Property**

ADA is not liable for anything left in the ADA vehicles by the students. Each student needs to keep track of his/her personal belongings when in the ADA vehicles.

### **Driving Instructor Development/Shadowing**

As part of our ongoing Driving Instructor skill development and commitment to our level of quality and service through our lesson delivery, Alafia Driving Academy Instructors will periodically shadow one another's lessons. During the course of a student's behind-the-wheel training with ADA, there may be a second Driving Instructor present in the vehicle as a silent partner observing the lesson.

### **Additional Passengers**

The parent/guardian agrees that multiple students or passengers may be in a car under the supervision of an ADA Driving Instructor.

### **Filming**

Both the parent/guardian and student consent to the student being filmed during lessons. Each ADA vehicle may be equipped with an external and/or internal video camera(s) to record the student's driving performance and events on the road. Videos that show students faces will not be distributed externally without prior consent.

### Media

In consideration of my or my child's appearance or engagement on camera, I hereby grant ALAFIA DRIVING ACADEMY and those acting with its authority and permission the right to copyright, use and reuse pictures of me or the student or materials in which I may be included, in whole, part or composite, without restriction as to changes, alterations in character or form, or reproductions thereof in any media for art, factual documentary value or any other purpose.

I hereby release, discharge and agree to hold harmless ALAFIA DRIVING ACADEMY, its representatives or assigns and all persons acting under permission or authority from any liability by virtue of blurring, alteration, optical illusion or use in composite form that may occur during the taping, filming or photographing of my or my child's likeness or image in any subsequent processing.

I warrant that I am the consenting adult or am of legal age and have the right to contract in my own name or the name of my child. I have read the above release and am familiar with its content.

### Outstanding Fees

All outstanding fees must be paid prior to the next lesson.

### Danger

UNDERSTAND THAT TEACHING STUDENTS TO DRIVE IS DANGEROUS AND FLUID. THE INSTRUCTOR WILL TAKE EVERY PRECAUTION AVAILABLE TO KEEP THE STUDENT AND VEHICLE SAFE. HOWEVER, THE STUDENT IS OPERATING THE VEHICLE IN CONTROL, AND ULTIMATELY RESPONSIBLE FOR ANYTHING THAT HAPPENS. ACCIDENTS ARE ALWAYS A DISTINCT POSSIBILITY.

### Alafia Driving Academy Terms and Conditions Acknowledgement

The undersigned agrees and understands all of the above terms laid out in this agreement.

The Undersigned hereby further represents and warrants that he/she shall

- Possess a valid driver permit/license and shall comply with all indicated restrictions; and
- Always operate the vehicle in a safe manner, observing all traffic laws; and
- Always obey the directions and commands of the ADA Driving Instructor and authorized representatives; and
- Be responsible for any fines or penalties involving the vehicle for parking, traffic or other violation of any traffic laws incurred as a result of Driver's operation or use of a vehicle
- Be listed as the driver of record on any police and/or incident reports that are prepared and/or filed as a result of an accident/incident that occurs while the student is behind the wheel of the vehicle during a behind-the-wheel training session or lesson, and accept any consequential impact on their driving record that occurs as a result of being involved in any such accident/incident.

Please, take a moment, and tell us how you heard about Alafia Driving Academy:

Facebook
  Google Search
  Yelp
  Angie's List

BNI Member Referred by: \_\_\_\_\_
  Previous Student \_\_\_\_\_

Other:

I certify that I have received, read and agreed to the Alafia Driving Academy Terms and Conditions dated \_\_\_\_\_.

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Parent/Guardian Name (required if student is under 18)

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

\_\_\_\_\_  
Signature of Parent/Guardian (required if student is under 18)

\_\_\_\_\_  
Student's Email

\_\_\_\_\_  
Parent/Guardian Email (required if student is under 18)

\_\_\_\_\_  
Student's Phone

\_\_\_\_\_  
Parent/Guardian Phone (required if student is under 18)

\_\_\_\_\_  
Student's High School or College (if Applicable)

\_\_\_\_\_  
3in3 Use Only - Citation Number

\_\_\_\_\_  
3in3 Use Only - Last Four of SSN