

LEGACY DRIVING ACADEMY

General Policies:

Please call our office at (602) 396-8321 to make sure we have openings in your timeframe.

Our Office Hours are Monday – Friday 9:00AM to 4:00PM. Our Office is closed Sundays and Saturdays. However, our instructors' work 7 days a week, so we can accommodate most appointment times within reason. Lessons can be scheduled 24 hours per day at www.legacydrivingacademy.com.

Payment in full is required in advance to secure your driving lesson reservation. Please note there are no refunds once payment has been received. (We have a no refund policy)

You will receive a calendar invite that outlines your scheduled lessons. Please review the information carefully and contact us immediately if you have any questions or require any changes. NOTE: If your calendar settings is not set to the correct time zone (Arizona) your lesson times may appear to be incorrect.

The Behind the Wheel packages will expire one year from the date of purchase.

Students must bring their valid AZ Driver's Permit to each lesson (or Drivers License or International License, if applicable).

All lessons must be scheduled within 30 days of payment (but they do not have to be completed within 30 days of payment).

Spouses, parents, friends, siblings and children are not allowed to accompany the student during lessons due to insurance purposes.

We do not guarantee students will pass their written or behind the wheel tests at the MVD.

Upon passing the Road Skills Evaluation under the Legacy Premier 10 hour program, the student's information will be entered directly into the MVD system with a status of Pass. The student will still need to go to the MVD or Third Party MVD location to obtain their Driver's License. The Road Test Waiver expires one year after completion date. If the student fails to obtain their Driver's License before it expires, the Behind the Wheel course needs to be retaken to re-evaluate the student's driving ability.

Due to unsafe road conditions during heavy rainstorms or dust storms, Legacy Driving Academy reserves the right to cancel driving lessons due to weather

conditions. We will make every effort to reschedule you to the next available time that fits your schedule.

Because we want our cars to always be in optimal working order and safe for our students, lessons may have to be rescheduled due to unforeseeable car issues (even though we keep all cars on a strict maintenance schedule). Should this happen, we will make every effort to reschedule you to the next available time that fits your schedule.

Cancellations and No Shows:

We do not issue refunds or credits if you miss your scheduled lesson or do not show up, please give notice if changes must be made to your schedule 48 hours prior to the lesson. Availability may be limited when rescheduling on short notice. If 48 hours notice is not given on any scheduled appointments a \$75.00 rescheduling fee will be required. This means you must call the office: (602) 396-8321 or email admin@legacydrivingacademy.com and cancel at least 48 hours prior to the appointment time. NO EXCEPTIONS.

Please leave messages on our company voicemail whether it is after hours or on the weekends.

Student Name (Printed)_____

Student Signature:_____

Date:_____

Parent/Guardian Signature:_____

Date:_____

Minor Release Consent

In CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the driving school activities I agree:

I know the nature of the ACTIVITY(S) and the Minor's experience and capabilities and believe the Minor to be qualified to participate in the Activity(s). I will inspect the vehicle to be used and speak with the instructor with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I will instruct the minor to immediately cease participating in the driver instruction class or any of the related Activity(s).

I FULLY UNDERSTAND and will instruct the Minor that: (a) participation in these Activity(s) including learning to drive is VERY DANGEROUS and involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Activity(s), the rules of the Activity(s), the surface conditions of the roads which are traveled upon for purposes of learning to drive and/or THE NEGLIGENCE OF OTHER DRIVERS, OTHERS USING THE ROADS AT THE SAME TIME AND OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.

I consent to the Minor taking this driver instruction class and participating in all the Activity(s) involved in learning how to drive a vehicle. I expressly acknowledge and agree that the minor does hereby ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES ASSOCIATED WITH INJURY, DISABILITY, PARALYSIS OR DEATH IN THE EVENT THERE IS AN INCIDENT THAT OCCURS DURING THE DRIVER INSTRUCTION CLASS, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Legacy Driving Academy school, the owners of the vehicles, the instructors used to conduct the Activity(s), and other persons who give recommendations, directions, or instructions or engage in risk evaluation of the Activity(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

If, despite this release, I, the Minor, or anyone on the Minor'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.

I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

_____ Parent or Legal Guardian _____ Date

MINORS CONSENT

I have obtained my parent's consent to participate in the above Activity(s). I understand that I am assuming all of the risks if I get hurt during the Activity(s), and I state the following:

Both my parents and I believe I am qualified to participate in the Activity(s). I will inspect the vehicle prior to starting the engine and if, at any time, I feel anything to be unsafe including my ability to safely operate vehicle, I will immediately stop and refuse to participate further in the Activity(s).

I understand that the ACTIVITIES RELATED TO LEARNING TO DRIVE ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.

I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity(s), road conditions and a failure of the Vehicle, and/or the NEGLIGENCE of others on the road or with me in the vehicle, including those persons responsible for instructing me how to drive.

I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE NEGLIGENCE of the owner of the driving school, instructors, as well as any other person who gives me recommendations, directions, or instructions, as to how to drive a motor vehicle, and each of them, their directors, officers, agents, employees,

representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."

I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

_____ Student

_____ Date