

STATEMENT OF VOLUNTARY CONSENT, GENERAL RELEASE, AND WAIVER OF LIABILITY

I _____, (**printed name of student, first and last**) understand that as part of my driver's education class, that I must participate in driving and observation hours. I am opting to drive with an instructor and another person.

I also understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing. I recognize that Mississippi Bend Area Education Agency and its staff and employees (collectively referred to as "MBAEA") are closely monitoring this situation and have put in place reasonable preventative measures aimed to reduce the spread of COVID-19 while providing instruction in driving. MBAEA, however, cannot guarantee that you will not become infected with COVID-19.

I understand contact with others while attending class or driving could increase the risk of contracting COVID-19. Potential risks and hazards include, but are not limited to:

- Illness, including illness related to exposure to others, such as COVID-19, acknowledging that COVID-19 is a pandemic and public health emergency, is extremely contagious, and is believed to be spread primarily from person-to person contact, such that it is possible that I will be exposed to COVID-19 during driving and instruction.

Further, given the nature of the virus, I understand there is an inherent risk of becoming infected with COVID-19 by virtue of proceeding with in person driving. I hereby acknowledge and assume the risk of becoming infected with COVID-19.

I understand that possible exposure to COVID-19 may result in the following: a positive COVID-19 diagnosis, extended quarantine/self-isolation, additional tests, hospitalization that may require medical therapy, Intensive Care treatment, need for intubation/ventilator support, short-term or long-term intubation, other potential complications, and the risk of death. I also understand that COVID-19 may cause additional risks, some or many of which may not currently be known at this time, in addition to the risks described herein.

I have been given the option to defer my enrollment in class to a later date. However, I understand all the potential risks, including but not limited to the potential short-term and long-term complications related to COVID-19, and I would like to proceed with class and in-person driving.

I recognize and have been informed of the precautions taken by MBAEA to prevent the spread of contagious illnesses and COVID-19 and acknowledge that the precautions taken are reasonable and appropriate.

I hereby declare and represent that in making, executing and tendering this Statement of Voluntary Consent, General Release and Waiver of Liability, I fully understand and acknowledge by signing below, that I am relying wholly upon my own judgment, belief and knowledge of the circumstances

involved, and I have read this Statement, understood its contents, and execute it of my own free will and choice. I further indicate that I expressly recognize these risks, and assume all of these risks and responsibilities related to or arising out of my medical care/treatment. I hereby forever RELEASE, WAIVE, HOLD HARMLESS, AND COVENANT NOT TO SUE MBAEA, its volunteers, officers, employees, independent contractors, insurers, anyone associated or affiliated with MBAEA, directly or indirectly, agents and representatives from any and all liability, claims, and demands to myself, my family and any personal representatives, heirs, and assigns for any and all damages and/or loss, including but not limited to medical expenses, personal injury, death, loss of consortium and/or society, property damage, costs and attorneys' fees, whether caused by the negligence, omissions, or fault of any kind of MBAEA or otherwise, I may sustain as a result of my participation in the above-described opportunity. I further state that if, despite this release and waiver of liability, I, or anyone on my behalf, makes a claim against MBAEA, I will indemnify, save and hold MBAEA harmless from any and all loss, liability, damage or cost that may be incurred as a result of such a claim.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO THE TERMS SET FORTH ABOVE.

I HAVE READ THE FOREGOING DOCUMENT AND I AM VOLUNTARILY SIGNING THE AGREEMENT AND I INTEND THAT IT BE IN FULL FORCE AND EFFECT.

Student Signature

Date

PARENTAL CONSENT: I am the minor's parent or guardian named above and I understand the nature of the Waiver of Liability above and verify and consent to the minor participating in the driving portion of driver's education and consent and adopt all of the above statements and waiver. On the minor's behalf and for myself, I hereby release, covenant not to sue, discharge, and hold harmless the Mississippi Bend Area Education Agency, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. On behalf of the minor, I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Mississippi Bend Area Education Agency, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending the driving portion of Driver's Education.

Parent/Guardian Signature Date
(If under age 18, Parent/Guardian must also sign)

Printed Name of Parent/Guardian

Parent/Guardian Signature Date
(If under age 18, Parent/Guardian must also sign)

Printed Name of Parent/Guardian