

**WAIVER OF LIABILITY AGREEMENT**

**THIS WAIVER OF LIABILITY AGREEMENT** (hereinafter referred to as “Agreement”) is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Billy Ray Nelson, d/b/a /Springfield Driving School (hereinafter referred to as “School”) and \_\_\_\_\_ (hereinafter referred to as “Driver”) and \_\_\_\_\_ (hereinafter referred to as “Parent”).

1. **Assumption of Risk.** Driver and Parent are aware that driving, learning to drive and any activities associated with driving involve risks and damages, including risk of property damage, serious personal injury and death. Driver and Parent hereby assume all such risk, dangers and hazards arising out of or related to any driving lessons provided by School.
  
2. **Hold Harmless and Indemnification.** Driver and Parent agree to indemnify, save and hold harmless the School, its employees, officers, directors, shareholders, agents, successors, assigns and affiliates from, against, for and in respect of any and all damages, losses, obligations, liabilities, claims, lawsuits, deficiencies, costs, expenses, including, without limitation, reasonable attorneys' fees, suits, actions, investigations, claims or proceedings suffered, sustained, incurred or required to be paid by Driver or Parent by reason of, or in connection with, or arising out of any services, advice or recommendations provided by the School relating to driving, learning to drive and any activities associated with driving.
  
3. **Entire Agreement.** This is the entire Agreement between the parties and neither party shall be bound by any verbal representation altering the terms of this Agreement, whether by the parties or their agents.
  
4. **Amendment.** This Agreement may be amended at any time, but only by an instrument in writing executed by the parties hereto.
  
5. **Choice of Law.** It is the intention of the parties hereto that the laws of the State of Missouri shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
  
6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective heirs, personal representatives, successors and assigns.
  
7. **Cost of Litigation.** In the event any litigation to enforce this Agreement is commenced, the School shall be entitled to recover its costs, as well as all attorney’s fees which it incurs as the result of such action.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year first above written.

**SCHOOL**

**DRIVER**

\_\_\_\_\_  
Billy Ray Nelson, d/b/a Springfield Driving School

\_\_\_\_\_  
**PARENT**