



**SEAT BELT CONVINCER  
LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE OF CLAIMS AND HOLD  
HARMLESS AGREEMENT**

The undersigned voluntarily enters into this Liability Waiver, Assumption of Risk, Release of Claims and Hold Harmless Agreement (hereinafter, the “**Release**”), individually and on behalf of all personal representatives, heirs, and assigns (hereinafter, “**Releasor**”) and agrees, to the maximum extent allowed by law, to indemnify, defend (including attorney’s fees) and hold **CSMS, LLC dba Road Scholars Institute of Driving; ACK Investments, LLC dba Driving School Products**; the original manufacturer of the **Seat Belt Convincer**; and each of these entities’ respective members, principals, agents, officers, employees, insurers, staff, volunteers, and any representatives or persons acting with or on their behalf (hereinafter collectively, the “**Released Parties**”), harmless of and from, and release Released Parties from, any liability, claims, and/or causes of action of any type, for any losses, damages, injuries, death and/or property damages sustained by Releasor that may occur as a result of Releasor’s participation in riding or testing the Seat Belt Convincer and/or any activities in connection with the Seat Belt Convincer, whether resulting from negligence or not.

Releasor also represents that the participant for whom this Release is given has no medical condition or physical disability which would subject him or her to an unreasonable risk of harm or injury, or aggravation of existing injury, by use of the Seat Belt Convincer. Releasor hereby releases all officials and professional personnel of the Released Parties from any claim whatsoever on account of first aid, treatment or service tendered during or after said Releasor’s participation in riding, testing or use of the Seat Belt Convincer.

Releasor understands that the Seat Belt Convincer is designed to be a teaching tool to simulate the impact of a motor vehicle collision, and the benefit of seatbelts, when said motor vehicle is traveling at a rate of approximately eight to ten miles per hour. Releasor further states that he/she has reviewed any and all relevant materials, including demonstration videos, offered by Released Parties in connection with the Seat Belt Convincer. Releasor is aware of the risks and/or dangers inherent in participating in the riding, testing and use of the Seat Belt Convincer. Releasor further states that he/she has been advised of the basic safety rules connected with the use of the Seat Belt Convincer. Releasor has been advised that, when riding in or upon the Seat Belt Convincer, the Releasor: should not have any objects in his/her pockets; should not be wearing eyeglasses; should be facing forward with his/her mouth closed and head back against the seat during the entire demonstration; and should be of sufficient height and weight (4’ 9” tall, at least 80 pounds) as determined for proper adjustment of the seatbelt.

In consideration for the offer and permission by the Released Parties to participate in riding, testing and otherwise using the Seat Belt Convincer, Releasor acknowledges awareness of, and hereby personally assumes, all risks in connection with such participation.

Releasor further states that Releasor has carefully read the foregoing Release and knows the contents thereof and signs this Release of his/her own free act.

This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I AM GIVING UP RIGHTS BY SIGNING THIS RELEASE, AND DO HEREWITH SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

**If participant is over the age of 18:**

**I FURTHER VERIFY THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE FULL LEGAL CAPACITY TO ENTER INTO AND EXECUTE THIS RELEASE. I CONSENT AND AGREE TO THIS RELEASE AS PROVIDED ABOVE.**

\_\_\_\_\_  
Participant/Releasor's Signature                      Print Participant/Releasor's Name                      Date

Driver's License No., State ID No., or Temporary Instruction Permit No.: \_\_\_\_\_  
Participant/Releasor's Address: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_  
Emergency Contact Telephone Number: \_\_\_\_\_

**If participant is under the age of 18:**

**I FURTHER VERIFY AND REPRESENT THAT I AM THE PARENT, LEGAL CUSTODIAN AND/OR LEGAL GUARDIAN WITH RESPONSIBILITY FOR THE BELOW-NAMED MINOR CHILD. AS THE PARENT/CUSTODIAN/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, I DO HEREBY CONSENT AND AGREE TO THIS RELEASE ON MY OWN BEHALF AND ON BEHALF OF THE BELOW-NAMED MINOR CHILD AND ANY/ALL OF OUR RESPECTIVE HEIRS, REPRESENTATIVES AND ASSIGNS.**

\_\_\_\_\_  
Parent/Custodian/Guardian Signature                      Print Parent/Custodian/Guardian Name                      Date

Parent/Custodian/Legal Guardian Driver's License No. or State ID No.: \_\_\_\_\_  
Parent/Custodian/Legal Guardian's Address: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_  
Emergency Contact Telephone Number: \_\_\_\_\_  
Participant Minor's Name: \_\_\_\_\_

