



# HOLY TRINITY

98 CHERRY LANE, HICKSVILLE N.Y. 11801-6232

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## WAIVER AND RELEASE IN-PERSON INSTRUCTION BY PARENT/GUARDIAN

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

Address \_\_\_\_\_

PLEASE BE ADVISED that in-vehicle instruction must be completed under the supervision of a parent/guardian holding a valid NY State Driver's License. Holy Trinity Diocesan High School does not supervise this instruction. Holy Trinity Diocesan High School will not be providing you or your child with a motor vehicle for purposes of your instruction. The parent/guardian is responsible to provide the motor vehicle. Such vehicle must be registered, have a valid inspection sticker, and be properly insured. The parent/guardian is responsible for the registration, inspection, maintenance, insurance, and operation of the motor vehicle used by them and their child during in-vehicle instruction.

The parent/guardian is required to provide the School with a copy of the automobile policy declarations for the vehicle(s) being used for the in-vehicle instruction. Copies shall be sent to ([HTFALLDE@gmail.com](mailto:HTFALLDE@gmail.com)) Such policies must be in effect for the duration of the in-vehicle instruction. Production of such record is required before the start of the in-vehicle instruction. Hours of in-vehicle instruction will not be counted without first providing insurance and inspection information.

By accepting the responsibility and ability to provide for the in-vehicle instruction portion of the driver education program, the parent/guardian acknowledges that Holy Trinity Diocesan High School is not responsible for any damages caused to the property or persons by the parent/guardian or your child or any third-party relative to the in-vehicle instruction.

In consideration of accepting the ability to provide in-vehicle instruction, I, the parent/guardian voluntarily and without reservation, and realizing the full legal significance of my action herein, hereby waive, renounce, and release, on behalf of myself, my heirs and my estate, any and all claims of whatever nature against Holy Trinity Diocesan High School, its members, trustees, officers, employees, representatives, agents, independent contractors, individually and in their official capacities, or their heirs, estates, or representatives, including, but not limited to, any liability, suit, claim, loss, demand, damage, or expense for any bodily injury (including, but not limited to, personal injury, disability, dismemberment and/or death), property damage, or harm which may result during my in-vehicle instruction of my child for the driver education program.

Neither I, nor anyone acting on my behalf, will make a claim against Holy Trinity Diocesan High School, its members, trustees, officers, employees, representatives, agents, independent contractors, individually, and in their official capacities, or their heirs, estates, or representatives or independent contractors, as a result of any liability, suit, claim, loss, demand, damage, or expense for any injury (including, but not limited to, personal injury, disability, dismemberment and death), property damage, or harm suffered by me, my spouse, and/or my child and any other third party, as a result of the above-referenced in-vehicle instruction.

I agree to defend, indemnify, and hold harmless Holy Trinity Diocesan High School , its members, trustees, officers, employees, representatives, agents, independent contractors, individually and in their official capacities, or their heirs, estates, or representatives or independent contractors, as a result of any liability, suit, claim, loss, demand, damage, or expense for any injury (including, but not limited to, personal injury, disability, dismemberment and death), property damage, or harm suffered by me, my spouse, my child and any other third party, as a result of the above-referenced in-vehicle instruction.

This Waiver and Release is a legally binding agreement and will be construed to provide a release and waiver to the maximum extent permissible under the laws of the State of New York. If for any reason, any provision of this Waiver and Release are determined to be in any respect invalid, illegal, or otherwise unenforceable, such determination shall not nullify or invalidate the enforceability of any other provision. I have carefully read this Waiver and Release in its entirety and understand its content. I have voluntarily signed this Waiver and Release.

PARENT/GUARDIAN NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_