

Monty Tech Driver's Education

COVID-19 Prevention and Safety Procedures

Road Lessons

The following is required in order to ensure the safety of all students and staff of Monty Tech's Driver's Education program

- **All road lessons must be individually scheduled with the instructor in advance and are 1:1 (one instructor to one student) - we will not be conducting observation hours at this time**
- **Before lessons can be scheduled a COVID-19 questionnaire/waiver must be completed by each student and family. The form will be available via email (PDF) to be downloaded, printed and returned, Google Forms (digital response) or it can be mailed via the US Postal service if preferred.**
- **If a student or staff member is sick or experiencing any symptoms of COVID-19 listed on the questionnaire the lesson must immediately be cancelled.**
- **Each lesson will be 135 minutes; 120 minutes of instructional drive time and 15 minutes at the start for a review of the questionnaire and screening of COVID-19 symptoms and/or exposure.**
- **A face covering (of nose and mouth) must be worn by both the instructor as well as the student during the lesson. Other PPE materials may be used at the discretion of the participant, but are not required (i.e. disposable non-latex gloves, face shield, etc...)**
- **Prior to the start of the lesson, the instructor will screen/interview the student regarding COVID-19 symptoms. These include, but are not limited to:**
 - **Fever**
 - **Chills**
 - **Muscle pain**
 - **Headache**
 - **Sore Throat**
 - **New loss of taste or smell**
 - **Exposure to someone diagnosed with COVID-19 or time spent in a hot spot within 14 days**

If you are symptomatic or the instructor has concerns following the Screening, the lesson will be cancelled.

- **If the student is asymptomatic the lesson will continue. Before the student enters the vehicle, the instructor will sanitize with alcohol-based cleaner including:**
 - **Steering wheel**

- **Keys**
- **Door handles**
- **Dashboard controls**
- **Gear shift**
- **Handbrake**
- **Seat Controls**
- **Any surface possibly touched by student**

Hands must be sanitized prior to entering the vehicle

- **While in the vehicle:**
 - **Disposable gloves may be used if requested**
 - **Air flow/ventilation will be increased by slightly opening windows and use of the air conditioner set on uncirculated air**
 - **Instructor directives must be followed explicitly**
 - **Failure to follow protocol and/or directives will end the lesson**

**MONTACHUSETT REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
DRIVER'S EDUCATION PROGRAM- (A.K.A "MONTY TECH DRIVER EDUCATION")
COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT, AND
INDEMNIFICATION, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT**

Adult/Parent Name (Please Print) _____

Student/Participant Name (Please Print) _____

I. READ CAREFULLY: LEGAL RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY

IN CONSIDERATION OF THE UNDERSIGNED PARTICIPANT'S OBSERVATION OF, ATTENDANCE AT AND/OR PARTICIPATION IN ANY MONTY TECH DRIVER EDUCATION TRAINING PROGRAM (LISTED BELOW), PARTICIPANT HEREBY AGREES AS FOLLOWS:

1.) WHEREAS I AM: an adult student, trainee, participant, student under 18 years-old, parent or legal guardian of a student under 18 years-old, sibling, relative, friend, attendee, or observer, hereinafter collectively referred to as "the undersigned" and in consideration for being permitted to enter a Monty Tech Driver Education vehicle during an in-car driving lesson or observation and/or for my child(ren) listed above to so participate for any purpose, including, but not limited to, driving, observation or use of Monty Tech Driver Education equipment: The undersigned, on behalf of himself or herself and such participating children and any personal representatives, assigns, heirs, and next of kin (also referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has carefully considered this liability and indemnification agreement and disease prevention protocol and has inspected the Monty Tech Driver Education equipment or facility utilized and accepts the same as being safe and reasonably suited for the use or participation by the undersigned and/or participating child(ren).

2.) In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Massachusetts and the city and county of Worcester. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and Massachusetts Department of Health ("Public Health Agencies") and their recommendations for preventing and slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned and/or participating child(ren) shall visit or utilize the facilities, services of Monty Tech Driver Education (other than any exclusively online services and programs) or enter any Monty Tech Driver Education vehicle or facility within 14 days after:

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list <https://wwwnc.cdc.gov/travel/notices> prior to utilizing the facilities, services, and programs of Monty Tech Driver Education, on a daily basis if necessary.

3) The undersigned also hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Monty Tech Driver Education or enter any Monty Tech Driver Education vehicle if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, or at least two of these symptoms: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Monty Tech Driver Education immediately if he or she believes that any of the above, foregoing access/participation restrictions may apply.

4) While Monty Tech Driver Education has taken precautions to minimize such risks and to maximize the safety of the undersigned, some risk understandably remains, and cannot be controlled or eliminated by Monty Tech Driver

LEGAL RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY CONTINUED:

Education or its managers, staff, teachers, employees, driving instructors, and/or agents, hereafter known as “Monty Tech Driver Education Staff”. The undersigned has read and is fully aware of Monty Tech Driver Education’s COVID-19 prevention protocol, list of personal protective equipment, cleaning and supplies.

5) Monty Tech Driver Education has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the protocol, and restrictions set forth above. The undersigned acknowledges and agrees that Monty Tech Driver Education may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Monty Tech Driver Education's revised procedures prior to utilizing the facilities, services, programs and vehicles of Monty Tech Driver Education. The undersigned further acknowledges and agrees that, due to the nature of in-car lessons and vehicles used or owned by Monty Tech Driver Education as well as its facilities, social distancing of 6-feet per person between the undersigned and/or Monty Tech Driver Education staff is not always possible.

6) The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, programs, participating in in-car lessons and entering Monty Tech Driver Education vehicles and that the undersigned may, despite Monty Tech Driver Education's reasonable efforts to mitigate such dangers, result in exposure to COVID19, which could result in quarantine requirements, serious illness, disability, and/or death.

II. READ CAREFULLY: INDEMNIFICATION , HOLD HARMLESS, COVENANT NOT TO SUE AGREEMENT

1) In further consideration of being permitted by Monty Tech Driver Education for any purpose including, but not limited to, in-car driving, observation, observation or use of any Monty Tech Driver Education equipment or facility, the undersigned and/or participating child(ren) and any personal representatives, assigns, heirs, and next of kin (a.k.a. “the undersigned”) hereby agrees to release, waive, covenant not to sue, and discharge Monty Tech Driver Education, its directors, officers, employees, volunteers and agents from all liability to the undersigned.

2) The undersigned also hold harmless Monty Tech Driver Education for any loss or damage, and any claim or demands on account of any illness or the death or property loss or damage of the undersigned and/or such participating children, trainee, participant, parent or legal guardian, sibling, relative, friend, attendee, or observer or any person who may contract COVID- 19, directly or indirectly, from the undersigned, whether caused by the negligence, active or passive, of Monty Tech Driver Education or otherwise while the undersigned or such participating children are in, upon, or about Monty Tech Driver Education vehicles, equipment, premises, facilities or therein. The undersigned expressly and knowingly waives all rights under Massachusetts civil and criminal law.

3) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS MONTY TECH DRIVER EDUCATION, its owners, directors, officers, managers, staff, teachers, employees, driving instructors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned and/or participating child(ren), trainee, participant, parent, legal guardian, sibling, relative, observer, or any person is in, upon, or about any Monty Tech Driver Education vehicle, equipment, premise or facility. The undersigned understands and agrees that Monty Tech Driver Education is not required to provide insurance to cover the undersigned and/or such participating children in the event they suffer illness of any sort or death or property loss or damage upon, or about the vehicles, equipment, premises or any facilities affiliated with Monty Tech Driver Education.

4) The undersigned agrees and acknowledges that use of Monty Tech Driver Education vehicles, equipment, facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness, injury or death or property loss or damage.

5) THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, ILLNESS, BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE to the undersigned or such participating

children due to negligence, active or passive, or otherwise while in, about Monty Tech Driver Education vehicles, equipment,

INDEMNIFICATION , HOLD HARMLESS, AND COVENANT NOT TO SUE AGREEMENT
CONTINUED:

premises or while using such vehicles, equipment, or participating in any program affiliated with Monty Tech Driver Education. The undersigned acknowledges that any illness or injuries contracted or sustained may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

6) THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE FOREGOING ASSUMPTION OF RISK, RELEASE AND OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the state of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AGREEMENT, WAIVER OF LIABILITY AND THE INDEMNIFICATION, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE ABOVE AND I UNDERSTAND ITS TERMS AND MEANING. I AM VOLUNTARILY SIGNING AND BY DOING SO I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS, AND RELEASE THE ABOVE NAMED MONTACHUSETT REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT - DRIVER'S EDUCATION PROGRAM- (A.K.A "MONTY TECH DRIVER EDUCATION") AND ITS MANAGERS, STAFF, TEACHERS, EMPLOYEES, DRIVING INSTRUCTORS, AND/OR AGENTS FROM LIABILITY FOR PERSONAL ILLNESS, INJURY, OR WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, WHICH ALLEGED NEGLIGENT ACTS OR OMISSIONS OF MONTY TECH DRIVER EDUCATION. I ALSO ACCEPT LEGAL RESPONSIBILITY AND THE COST TO PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST MONTY TECH DRIVER EDUCATION AND ITS AGENTS ARISING FROM MY OBSERVATION, ATTENDANCE AND/OR PARTICIPATION IN ANY MONTY TECH DRIVER EDUCATION TRAINING PROGRAM. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM MONTY TECH DRIVER EDUCATION IN CASE OF ILLNESS, INJURY, OR DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY MONTY TECH DRIVER EDUCATION FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH OR PROPERTY LOSS OR DAMAGE RESULTING. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO MONTY TECH DRIVER EDUCATION THAT I HAVE FULL AUTHORITY TO SIGN AGREEMENT ON BEHALF OF SUCH MINOR(S).

_____/_____
(PARTICIPANT/STUDENT NAME – PRINT / DATE)

(PARTICIPANT SIGNATURE)

_____/_____/_____
(PARENT/GUARDIAN NAME—PRINT / DATE / RELATIONSHIP)

(PARENT/GUARDIAN SIGNATURE) _____
(IF UNDER 18 YEARS OLD)

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER