

**WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS,
AND SERVICE AGREEMENT**

I. Vehicle Owner (“Owner”) Information

- a. Name: _____
- b. Address: _____

- c. Phone: _____

II. Vehicle Information (“Vehicle”)

- a. Vehicle Make: _____
- b. Vehicle Model: _____
- c. ID/VIN #: _____

III. Work Request

- a. Description of Work Requested (“Work”): _____

- b. Approximate Work Completion Date: _____
- c. Work Authorized By Instructor: _____

For and in consideration of the performance of the Work described in Section III(a) herein, I, the above-described Owner for myself, and on behalf of my heirs, next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver, Release of Liability Hold Harmless, and Service Agreement (the “Agreement”).

1. Owner Representations. I hereby represent that (i) I am the registered Owner of the Vehicle described In Section II herein; and (ii) I have the authority to authorize automotive work and repairs to be performed on the Vehicle.

2. Owner Acknowledgments. I understand that (i) the Work, as described in Section II herein will be performed by Oak Ridge High School students enrolled in the “Automotive Maintenance and Light Repair” course; (ii) the Work will be performed as part of a “learning project” for the Oak Ridge Schools’ students; (iii) the Work will be performed as part of the students’ learning process; (iv) no payment or tipping for the Work is permitted; (v) I am responsible for the **EXPENSE** of all repair parts and/or supplies which, in the judgment of the Instructor, are needed to complete the project; (v) any testing deemed necessary by the Instructor is hereby authorized; and, (vi) the Instructor can decline to perform the Work on the Vehicle for any reason whatsoever at the Instructor’s discretion.

3. **Waiver, Release of Liability, & Hold Harmless.** I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: The Oak Ridge Board of Education, its respective members, agents, employees, officers, directors, servants, representatives, successors, affiliates and assigns (individually and collectively "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Work performed on the Vehicle, including claims for Liability caused, in whole or in part, by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, any third-party makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement as the Owner of the Vehicle described herein, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE FULLY READ THE ABOVE WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS, AND SERVICE AGREEMENT AND AGREE AND CONSENT TO THESE TERMS AND CONDITIONS.

Signature of Owner

____/____/____
Date Signed

IV. Pickup Information/Acknowledgment

Date Work Completed: ____/____/____

Signature of Owner

Date Property Claimed: ____/____/____

Signature of Instructor