

March 1, 2008

Dear Student or Parent/Guardian of a Student:

You are being asked to sign a document titled "RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT." This document addresses two important requirements for our course:

1. Safety is paramount in our business and every reasonable precaution has been taken to protect students during their participation in our course. We have a flawless safety record and our professional staff and the training they receive are committed to keeping things that way. In order to operate at this facility our lease requires that we maintain the appropriate liability insurance. As a result, our insurance company requires this waiver as a condition to participate in our course. You may recognize much of the language as it is similar to many of the sports facility, gym membership, and other participatory type agreements that you are asked to sign on a regular basis.
2. Our program is quite unique and we are often asked by the news media, local town officials and others for photos or videos of our program. Additionally, we often take pictures of participating students or groups for smaller newspapers or our own advertising where a professional photographer may not be available. While images may be used for these purposes, personal information (such as first or last name) will not be released to anyone without your expressed consent.

If you have any questions about this document, please do not hesitate to contact me.

Sincerely,



Daniel A. Stollo  
President

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**(Read Carefully Before Signing)**

IN CONSIDERATION of being permitted to drive, train, educate, work for, observe or participate in any way in any training classes, demonstrations, drills, seminars, or other activities ("EVENTS") sponsored or conducted by In Control Advanced Driver Training, MA LLC ("IN CONTROL"), or being permitted to enter for any purpose our office, classroom, or the training tarmac ("RESTRICTED AREA") thereof (the term "RESTRICTED AREA" to include, without limitation, any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I for myself, my participating child (as the case may be), my personal representatives, heirs and next of kin:

1. Hereby acknowledge, agree, and represent that I or my participating child warrant that, if at any time, I am in or about the RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREA immediately and will refuse to participate further in the activity being conducted. I understand that the nature of the event may not permit me to inspect the RESTRICTED AREA and/or facilities (including adjacent areas thereof) into which I may enter during the training prior to my participation and there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the event.
2. Hereby RELEASE, WAIVE, and DISCHARGE IN CONTROL, the promoters, partners, alliance members, endorsers, participants, vendors, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, IN CONTROL trainers, owners, and lessees of premises used to conduct the EVENTS, premises and event inspectors, underwriters, insurers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents, and employees (all of the foregoing referred to as "RELEASEES") FROM ALL LIABILITY TO ME, MY PARTICIPATING CHILD, AS THE CASE MAY BE, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.
3. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. Herby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property if I knowingly and wrongfully enter onto the RESTRICTED AREAS.
5. Hereby give my permission for my or my participating child's image, whether still or video photography, to be used by In Control Advanced Driver Training MA, Inc. for publicity purposes. This may include, but not be limited to newspaper and television ads, news coverage, glossy reproductions, website pages and newsletters. I understand that this photograph becomes the property of In Control Advanced Driver Training, Inc. and can be used at will. I also understand that I will receive no payment for the use of my image.
6. Hereby give my permission for my or my participating child's (whichever is the participant) driving record to be checked at some later date(s) for purposes of studying the efficacy of the program.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

SIGNATURE OF STUDENT  
(Student Must Always Sign)  
I HAVE READ THIS RELEASE

PRINTED NAME

DATE

SIGNATURE OF PARENT OR GUARDIAN  
(If student is under 18yrs of age)

PRINTED NAME

DATE

I HAVE READ THIS RELEASE