

AGREEMENT CONCERNING COVID-19
WITH RELEASE FROM LIABILITY

1. Parties and Student Identification

The parties to the Agreement Concerning COVID-19 with Release from Liability (“Release” herein) are **R and R Driving School LLC**, with an address of 795 Route 4A, Enfield, NH 03748 (“R&R” herein), **Ronald J. Hill**, with an address of 795 Route 4A, Enfield, NH 03748 (“Ronald J Hill” herein), **Rosemary E. Hill**, with an address of 795 Route 4A, Enfield, NH 03748 (“Rosemary E. Hill” herein), and

_____,
with an address of _____,
(collectively “Student” herein).

2. Background

Student understands that:

- (a) Novel Coronavirus (“COVID-19” herein) is a respiratory virus which poses a substantial risk of severe sickness and death to individuals who become infected with it.
- (b) COVID-19 frequently passes via asymptomatic transmission, e.g. from an infected person to an uninfected person without discernible indications of illness on the part of the infected person prior to transmission. Although asymptomatic transmission of COVID-19 may occur, common symptoms of COVID-19 include fever, coughing, sneezing, stomach cramps, body aches, nausea, vomiting, headache, and general malaise.
- (c) COVID-19 can transmit from one person to another easily, both through respiratory droplets and infected surfaces.
- (d) R&R’s instruction of Student requires R&R’s agents to work in close proximity to Student.
- (e) An agent of R&R could transmit COVID-19 to Student.
- (f) Notwithstanding COVID-19, R&R is willing to provide Driver’s Education instruction to Student, provided this Release is fully executed as set forth hereinbelow.

3. RELEASE FROM LIABILITY

Student hereby releases R&R, Ronald J. Hill and Rosemary E. Hill from any and all liability for illness, injury, disability, death, or other damages experienced by Student at any time which arise from, or relate to, COVID-19. Student understands that such released liability includes, without limitation, claims for negligence, gross negligence, recklessness, and wrongful death.

4. Further Provisions - Vaccinated or Unvaccinated

(a) Student shall promptly inform R&R if Student, or another person in Student's household, experiences COVID-19 symptoms. Notwithstanding the foregoing, R&R may ask Student whether Student, or another person in Student's household, has experienced COVID-19 symptoms for a period of fourteen (14) days prior to instruction. Student shall truthfully respond to such inquiry.

(b) In the event Student, or another person in Student's household, has experienced COVID-19 symptoms within fourteen days prior to R&R instruction, R&R may refuse to provide Student with instruction until Student provides R&R with a test result form a reputable laboratory establishing that Student has tested negative for COVID-19 subsequent to such refusal.

© Student shall wear a facemask while driving with an R&R instructor, and R&R's instructor shall do likewise. R&R may take Student's temperature prior to instruction. R& R will use its best efforts to clean vehicles prior to instruction.

(d) In the event Student presents and symptoms of COVID-19 while being instructed by R&R, R&R may immediately cease such instruction, and refuse to recommence the same until Student provides R&R with a test result from a reputable laboratory establishing that Student has tested negative for COVID-19 subsequent to such refusal.

(e) Student understands that only Student and on (1) R&R instructor may be present in the driving instruction vehicle. Student further understands that driving sessions are limited to a duration of one (1) hour.

(f) Nothing in this Release shall be interpreted to impact Student's obligation to pay for R&R services, as set forth in other document(s) to be executed by Student.

(g) The further provisions in this section shall exist independently of, and in addition-to, the Release from Liability in Section 3 hereinabove. A party's non-compliance with any of the further provisions in this section shall not be deemed waive, invalidate, or otherwise affect the Release from Liability in Section 3 hereinabove.

5. Binding Effects

This Release shall be binding upon the parties hereto, and their various heirs, executors, administrators, agents, employees, successors, and assigns.

6. Interpretation/Signatures

This Release shall be interpreted and enforced pursuant to the laws of the State of New Hampshire. Copied scanned, or faxed signatures on this Release shall be deemed to be original signatures.

7. REVIEW

Student has carefully read this Release prior to execution, and understands that, by executing this Release, Student is waiving important rights under state and federal law.

EXECUTED this date: _____

R and R Driving School LLC

By its Member-Manager, Duly Authorized

Ronald J. Hill

Rosemary E. Hill

Student