

WAIVER AND RELEASE - DRIVEABLE ASSESSMENT

I acknowledge and understand that the DriveABLE assessment procedures are intended to be used for the evaluation of experienced drivers whose current competence to drive an automobile is questionable due to a medical condition, medication or other condition which may have a chronic and compromising effect on mental and/or cognitive abilities. It is not intended for novice drivers, competence determinations regarding any vehicle other than an unattached automobile, nor is the evaluation intended for clients for whom the basis for questioning competence is the presence of an illness with sporadic compromising episodes.

I acknowledge and understand that neither the DriveABLE evaluation procedures nor any other procedures can guarantee that a person will drive safely or be free of vehicle crashes. Performance resulting in any score indicates only that the client has a greater or lesser probability of performing the type or number/severity of driving errors during a specialized on-road evaluation that are characteristic of a population of drivers who, as a group, are unsafe drivers because of a medical condition(s) and/or medication(s) that has compromised mental abilities. No other claim is made or implied. The client may have poor driving habits, which, if ameliorated, could improve driving safety. If the client has a progressive illness, acquires one or more new illnesses or changes medications, competence may change. In such cases, the outcome of the current evaluation may no longer be valid and re-evaluation would be warranted.

I understand and acknowledge that the enclosed report is prepared exclusively for the Addressee of the Report and further that DriveABLE Assessment Centres Inc. and its subsidiaries, its employees, officers, directors and agents assume no liability for or responsibility for any loss or damage suffered or incurred by any person arising from or in any way connected with the use of or reliance upon the information contained in the Report, including without limitation, any liability for loss or damage arising from the negligence of DriveABLE™, its employees, officers, directors, and agents in any way connected with the information contained in the Report. Regardless of recommendations in the Report, DriveABLE™ in no way warrants or guarantees that a client will not operate a motor vehicle in a negligent manner.

I understand and acknowledge that DriveABLE Assessment Centres Inc. makes recommendations based on the performance on the DriveABLE assessment procedures and in no way makes, controls or legislates driver licensing decisions and further does not control the reporting or recommendations made by recipients of the report or the reliance or extent to which the results may have affected those decisions.

I intend by this Waiver and Release to release, in advance, and to waive my rights and discharge all of the persons and entities mentioned above, from any and all claims for damages for death, financial loss, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of the report and contents thereof prepared through the DriveABLE assessment procedures, even though this liability may arise from negligence or carelessness on the part of the persons or entities being released, or because of their possible liability without fault, as the legal term "fault" is defined by statute, common law or court precedent. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

Should any portion of this Waiver and Release be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Waiver and Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver and Release.

I have carefully read this Waiver and Release and fully understand its contents. If I have been appointed a legal guardian through a power of attorney they have completely reviewed this Waiver and Release, understand and consent to its terms, and authorize my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a fully enforceable contract between me and the persons and entities mentioned above and I sign of my own free will.

Signature: _____ Date: _____

Signature, if applicable, of the person legally appointed as guardian to the participant.

Signature of Legal Guardian: _____ Date: _____

PRINTED NAME OF PERSON SIGNING ABOVE: _____