

Student Enrollment Contract



Print Please

Legal Name Of Student First, Middle Initial and Last Name (Use Line Above)		Date Of Birth	Male or Female		
Street Address of Student		City	State	Zip Code	Home Number
Student's email address		Student's Cell Number		Student's Current HS and Grade	

PACKAGES OFFERED

Best Package - New Drivers Education Classes and Behind the Wheel training – 38 hours total (Arkansas Learner's Permit or Driver's License Required for driving part)

Contains the New Drivers Classroom Course, as well as 8 hours of behind-the-wheel instruction (**driving is scheduled separately**) • We provide all class supplies. Material covered in the New Drivers Classroom Course will be referenced in the behind-the-wheel instruction and the instructor will address any questions students may have during the behind-the-wheel portion. Behind-the-wheel sessions progress at the student's pace in order to ensure maximum effectiveness. Each behind-the-wheel session is two (2) hours in length. Package price represents a discounted rate. In-vehicle instruction must be started within 90 days following the last day of class in order to qualify for discounted pricing. There is no guarantee someone will advance to a new set of skills. For the safety and protection of Thompson Driving students, advancement is at the discretion of the instructor.

CLASS INSTRUCTION Total length of class: 30 hours Number of days: 5 Number of hours per day: 5 Cost per hour: \$7.83 Course Rate: \$235

BEHIND THE WHEEL INSTRUCTIONS Length of program: 8 hours Number of Lessons: 4 (**Minimum**) Hours per Lesson: 2 Cost per hour: \$71 Course Rate: \$568
Total Course \$803 Package Discount -\$66 Package Rate \$737

New Drivers Education Class ONLY – 30 hours total (NO Arkansas Learner's Permit or Driver's License is Required)

This 30-hour course is conducted over five (5) sessions • Material is covered in the classroom as well as in additional assignments outside of class. Our classroom courses teach traffic safety laws and safe driving theory. We help new drivers learn to anticipate dangerous situations and techniques to avoid accidents. Students develop safe, responsible and lawful driving habits. Included in the cost of the New Driver Education Classroom Course is everything a student will need, including pens, pad, course manual and testing materials. Students successfully completing the New Driver Education Classroom Course earn a certificate of completion that may make them eligible for insurance discounts. Students should contact their insurance provider to determine what discounts might be available.

CLASS INSTRUCTION Total length of class: 30 hours Number of days: 5 Number of hours per day: 5 Extended classroom activities: 5 Cost per hour: \$7.83 Course Rate: \$235

Behind the Wheel Training – 8 hours total (Arkansas Learner's Permit or Driver's License Required)

8 Hours Behind the Wheel - 4 Sessions of two (2) hours each (**minimum**) • Cost includes use of a specially equipped driving vehicle, insurance, gas and a certified instructor. Sessions include one-on-one instruction and are customized to advance at each student's pace. There is no guarantee someone will advance to a new set of skills. For the safety and protection of Thompson Driving students, advancement is at the discretion of the instructor.

BEHIND THE WHEEL TRAINING (**Minimum**) Length of program: 8 hours Number of Lessons: 4 Hours per Lesson: 2 Cost per hour: \$71 Course Rate: \$568

Single – Behind the Wheel lessons – 2 hours each (Arkansas Learner's Permit or Driver's License Required)

Two-Hour one on one session with a trained instructor • There is no guarantee someone will advance to a new set of skills. For the safety and protection of Thompson Driving students, advancement is at the discretion of the instructor.

BEHIND THE WHEEL TRAINING Length of program: 2 hours Number of Lessons: 1 Hours per Lesson: 2 Cost per hour: \$71 Course Rate: \$142

Classroom Instruction

Prerequisites – You must be at least 13 years old to attend. The classroom consists of 30 credit hours: lesson topics and credit hours attached.

Evaluations and Grading – The students are graded on daily tests and a final exam. Anyone making 80% or above is considered to have passed the course and receives a certificate. Any student who does not earn 80% or better on the final test is given an opportunity to retake the test at another time or to retake the class. The retake of the test or the entire class is given at no charge to the student. If the student doesn't come back to retake the test for the class within the following 90 days, their completion status will move from "Incomplete" to a "Fail".

Un-excused absence- No Show – Our classes consist of 30 hours of course work. These hours are broken up over 5 days. Each student must attend all 5 classes and take the final test achieving an 80% or better to receive credit for the class and a certificate. Two absences are considered not fulfilling the requirements for the class. The student can either stop attending at that time or start back with another scheduled class. At the completion of 30 hours (5 days) the student would then need to pass the final test achieving an 80% or better. Any make up test will need to be scheduled with office staff. Students achieving 80% or better, will receive a certificate.

Excused absence – If the student is absent due to illness and a doctor note is provided, the student can make up the day missed. Due to the complexity of the classroom instruction and the learning process of information building on itself, the student must make-up that class during one of the next corresponding class sessions. If a family emergency is experienced, then Thompson management will make decisions at that time based on the specific information provided.

MakeUp Classes – If the student only has one absence, they must attend another class in order to meet the criteria of fulfilling the requirements for the class and the student can either stop attending at that time or start back with another scheduled class or can simply make up the day that was missed during another class. At the completion of 30 hours (5 days) that student would then need to pass the final test achieving an 80% or better. Any make up test will need to be scheduled with office staff and then if the student achieves 80% or better we will mail a certificate.

Tardiness – If the student is over 15 minutes late then they are considered absent and will have to make up the day within the next 6 months during another session of the material.



Schedule – check website for exact dates
 Classroom – (June-August) Summer Classes are every other week Monday through Friday (September – May)
 During School year the classes are five consecutive Sundays • Behind the wheel instruction is scheduled separately.

Complaint Process

- 1) Speak with the Instructor involved.
- 2) If you are not satisfied with the answer you get, call the company owner, Brock Thompson, who can be contacted at 501-225-4028.
- 3) If you still feel you are not satisfied with the disposition of your complaint, contact the **Arkansas State Board of Private Career Education at 501-683-8000.**

Cancellation and Refund Policy – Full copy can be seen on our ThompsonDriving.com website.

Refund of the behind the wheel instruction is usually not needed because they are paid at the time of scheduling. However, if you pre-pay for lessons you do not intend to take, the unused portions will be refunded if before 48 hours of the lesson. Any unused portions after 90 days will be forfeited. Any no-shows will be charged the full amount of the lesson. Classroom instruction is non-refundable after 6 months. You may attend any available class during the next 6 months, at no charge. Any credits for behind the wheel left unused will only be held for **90 days**, following the 90 days the credit will be lost. A full refund to any student who cancels the enrollment contract within seventy-two (72) hours (until midnight of the third day excluding Saturdays, Sundays, or legal holidays) after the enrollment contract is executed. If an applicant is not accepted for enrollment by a school the applicant is entitled to a full refund of monies paid less an application fee not to exceed twenty-five dollars (\$25). The effective date of the termination, for refund purposes, shall be the last day of attendance.

Behind the Wheel (BTW)

Prerequisites – You must have a valid learners permit issued by the Arkansas State Police. Each lesson is 2 hours in length, 1 hr. and 50 minutes driving in the vehicle and a 10 minute consultation with the parents to recap the lesson. The 10 minute consultation is for the parent(s) benefit practicing and advancement. This is HIGHLY recommended.

Evaluations and Grading – The behind the wheel instruction is graded on performance and the ability to handle the tasks given. Any student needing additional instruction will be informed of that need. All students who complete the program (minimum of 8 hours of instruction) receive a certificate of completion. Neither the state nor insurance companies require you to “Pass the course” to receive a documentation of lessons completed.

Un-excused absence- No Show – The instructor will wait 15 minutes for the student. After that, the lesson is cancelled and marked as a no-show, and the lesson fee is forfeited. Due to the dynamics of the behind the wheel courses, there is no make-up. The student just schedules another lesson. Arrangements may be made to come late based on a specific situation, but will only be the time remaining.

Excused absence – If the office is notified 48 hours or more ahead of time, then the scheduled lesson can be rescheduled. If we are notified within the 48 hours, the student will be charged the full amount unless they have a doctor note.

Tardiness – The instructor will wait 15 minutes for the student, after that the lesson is cancelled, marked as a no-show and the fee is forfeited. If an instructor has to wait for a parent to arrive following the lesson, we have the discretion to charge a late fee. That fee is priced at \$71 per hour.

Complaint Process – Same as Classroom – See above

Schedule – We schedule behind the wheel lessons starting at 8am and go until the last lesson scheduled until 8:15pm, 7 days a week most of the year, after school, and on weekends. We schedule lessons a couple of days in advance, allowing us to work around the student's ever changing busy schedules with the least amount of cancellations. We recommend a minimum of 2 hours practice for every 1 hour taught by the instructor. The more practice a student receives, the more we can cover.

Acknowledgement Please Read The Following and Initial

_____ **Parent Initials** – I understand the 48 hour cancellation policy. You must call 48 hours in advance of your scheduled lesson if you are unable to keep your scheduled appointment. If the appointment is cancelled before the 48 hour window you can change, move, cancel or get refunded the cost of the lesson but **AFTER the 48 hour window, you will be charged the FULL amount of the lesson** even though you weren't able to take it. We are scheduling you a personal vehicle, with a dedicated instructor. Any lessons scheduled for Sunday must be called into the office by Friday at 5pm.

_____ **Parent Initials** – Each student that is to drive in our car **MUST have a valid Original Arkansas Drivers Permit, or Intermediate License or Class D Driver's License (No Copies)**. We abide by Arkansas Law and will require any restrictions present on their official document be enforced. If you have to wear glasses/contacts then we will require you to have those in order to drive. **(ARCode §27-16-802(2017))**

_____ **Parent Initials** – “No Drive Condition” would be for anything that would keep a student from going on a lesson. We reserve the right to say that a student is not able to drive. These conditions could include, but are not limited to: (1) If the student is wearing shoes that we determine aren't safe, they will not drive. (2) If the student is under the influence of any unknown substance, then they will not drive. (3) If the student isn't rested or appears to not be at 100%, or lacking adequate energy to drive safely, they will not drive. (4) If personal hygiene is an issue and an odor is generally offensive to others, then the student will not drive. If student is unable to drive the lesson fee will be forfeited.

_____ **Parent Initials** – I have given all information regarding medical information to Thompson Driving that could possibility affect the new drivers ability. I understand by getting in a car has risks and giving us this information is vital in keeping everyone safe!

_____ **Parent Initials** – Each lesson emphasizes new skills that require practice, if the student doesn't get enough driving they may not advance to the next set of skills. Every lesson has calculated risks and we will not take any unnecessary risk with the student. They must be ready to handle the skills to advance.

_____ **Parent Initials** – This Student Enrolment Contract and the Consent and Release, constitutes the entire contract between the school and the student, and assurances or promises not contained herein shall not bind the school or the student.

READ ENTIRE CONTRACT BEFORE SIGNING --- A copy of the contract must be given to the parent and a copy maintained by the school and kept in the student file for at least three years

Signature of Student – 18 years of age or older

Printed Name of Student – If 18 years of older

Date

Signature of parent/legal guardian (Use Line Above)

Printed name of parent/legal

Date

CONSENT AND RELEASE

In consideration of the student's participation in the driving exercises, lessons and/or instruction and any and all events or activities in relation thereto, including driving, riding, using, operating, or controlling any vehicle utilized, owned, operated or under the control of Thompson Driving (collectively, the "Activity"), from A-1 Thompson Driving School, LLC, its subsidiaries, affiliates, agents, owners, employees and any other person or entity acting in any capacity on its behalf ("Thompson Driving"), and with the understanding that the student's participation in the Activity is only on the condition that I enter into this Agreement for the student and myself, my spouse, our heirs, assigns, personal representative and estate, I hereby agree to release, indemnify and discharge Thompson Driving, as follows:

1. I hereby assume the inherent and extraordinary risks involved in the Activity, and any risks inherent in any other activities connected with the Activity in which the student may participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death) or property damage, whether due to the negligence of Thompson Driving, third parties or otherwise, which may occur as a result of the student's participation in the Activity and release from liability Thompson Driving, its and their officers, directors, agents, representatives, heirs and employees. I hereby waive any and all claims I or the student may hereafter have as a result of any and all injuries, disease or sickness (including death) to the student as a result of the student's participation in the Activity. I hereby agree to indemnify all of the above named persons for any and all claims, including attorneys' fees and costs, which may be brought against any of them by anyone claiming to have been damaged as a result of any injury, sickness or disease (including death) to the student which may occur as a result of or during the Activity. I understand that the Activity may be dangerous and that physical injury, property damage or death may result.

2. I warrant and confirm that the student does not suffer (and have no history of suffering) from epilepsy, any heart condition or any other medical condition which may affect the student's ability to participate in the Activity.

3. I understand that students who attend or participate in the Activity may be photographed or videoed in connection with said Activity for publicity, promotion, marketing efforts, quality assurance review and/or appear in educational or advertising materials specifically related to Thompson Driving. Unless otherwise indicated below, I hereby approve and consent to Thompson Driving's use of the student's picture, art, written work, still picture, video picture, voice, verbal statements or portraits (video or still) in any educational, quality assurance review, or promotional printed or electronic piece that furthers Thompson Driving's educational, quality assurance, marketing or advertising efforts during this and subsequent years. This includes, but is not limited to, external news media outlets, printed and/or broadcast, Thompson Driving's website, brochures, displays, newsletters, curriculum guides, purchased advertisements or other means of communicating with the public about Thompson Driving regarding programs and services and/or quality assurances within the business(es). The pictures, recordings, articles, copy or other means of communication may or may not personally identify the student.

4. Thompson Driving agrees that a student's picture, art written work, voice, verbal statements, portraits (still or video) will **only** be used for Thompson Driving's public relations, advertising, public information, promotion, marketing efforts or quality assurance review.

5. With respect to Thompson Driving's marketing materials, I affirmatively understand and agree that (i) no monetary consideration shall be paid; (ii) this consent and release has been given without coercion or duress; (iii) this agreement is binding upon me, the student, our heirs and/or future legal representatives; (iv) the photographs, video, statements or materials may be used in subsequent years; and (v) if I wish to rescind this agreement, I may do so at any time with written notice.

6. I hereby voluntarily release, forever discharge and agree to indemnify Thompson Driving from any and all claims, demands, causes of action, (i) on account of injury to the student's person or property, even resulting in the student's death, which may incur while the student is participating in the Activity, whether caused by the negligence of Thompson Driving, third parties or otherwise or (ii) which are in any way connected with Thompson Driving's use of the aforementioned marketing materials, or (iii) suffered, sustained, incurred or required to be paid by reason of any representation or warranty made by me in or pursuant to this agreement being untrue or incorrect in any respect. Should Thompson Driving or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such costs and fees.

I agree that this consent, release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS RELEASE. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE. I UNDERSTAND THAT I AM WAIVING ANY AND ALL CLAIMS I OR THE PARTICIPANT MAY HAVE AGAINST THOMPSON DRIVING, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, HEIRS, AND EMPLOYEES AS THE RESULT OF PARTICIPATION IN THE ACTIVITY.

I am completing this document for the following participant(s) (CHECK ONE):

Myself

Minor Child

TO BE SIGNED IF THE ABOVE IS EXECUTED BY PARENT OR LEGAL GUARDIAN

As the parent and/or guardian of _____, a minor, I hereby agree to the terms described above on behalf of the minor. Unless otherwise indicated below, I hereby consent to Thompson Driving’s use of the marketing materials described above. In addition, I hereby agree to indemnify and save and hold harmless Thompson Driving, its agents and assigns, and any other individual or entity associated with Thompson Driving’s instruction to the minor, from any loss, liability, damage or cost that may occur in any manner or degree to the minor in the aforementioned activities and instruction and with respect to Thompson Driving’s marketing materials. As parent and/or guardian, I further recognize and agree that I am executing this agreement on behalf of myself and on behalf of the minor. **THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND DOES SO WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.**

Minor’s Name

Signature of Parent/Legal Guardian

Date

Printed Name

Address

- Please check here if you do not consent to the use by Thompson Driving of your likeness with respect to its marketing materials as described above.

TO BE SIGNED IF THE ABOVE IS EXECUTED BY CLIENT WHO IS OVER 18 YEARS OF AGE

Client’s Signature (If over 18 years old)

Date

Printed Name

Address: _____

- Please check here if you do not consent to the use by Thompson Driving of your likeness with respect to its marketing materials as described above.