



I, _____, ("**Student**") do hereby acknowledge and agree to the following regarding my enrollment in the Commercial Driver's License training (the "**Program**") by Capital Equipment LLC, a Missouri limited liability company d/b/a CAPCDL ("**CAPCDL**"):

1. CAPCDL requires a satisfactory criminal background check which Student authorizes CAPCDL to obtain from but not limited to any public record maintained by federal, state or other agencies, as well as any independent services that provide criminal record information.
2. Student authorizes CAPCDL to obtain a Motor Vehicle Record ("**MVR**") and Student further acknowledges that such MVR may obtain personal information as well as public record concerning Student's driving record from federal, state, and other agencies that maintain such records, as well as independent services that provide driving record information. Student authorizes any such party or agency to provide the above-mentioned information to CAPCDL.
3. Student understands that an unsatisfactory criminal background check or unsatisfactory MVR shall, each independently, prohibit Student from participation in the Program. CAPCDL in its sole and absolute discretion shall determine if such results are satisfactory.
4. Student shall, at Student's expense, obtain from a competent medical or health care facility or collection laboratory (collectively "**Facility**") a 10-panel drug test ("**Drug Test**") and instruct such Facility to provide to CAPCDL a pass or fail result of Student's Drug Test. Student hereby releases employees or agents of such Facility involved in Student's Drug Test from any and all claims which may result from the disclosure of Student's Drug Test results.
5. Student understands that if such Drug Test shall produce a fail result, Student is prohibited from participation in the Program. Student may have the Drug Test reviewed by a Medical Review Officer ("**MRO**"), at Student's expense, if Student believes such fail result was produced due to use of prescription medication prescribed specifically to Student.
6. Student hereby waives and releases CAPCDL and any of its affiliates, from any liability for injury, both physical or mental, suffered or sustained as a result from Student's participation in the Program, including, but not limited to injury from equipment and/or Student's operation of equipment.
7. Student shall not be reimbursed tuition costs if Student is removed by CAPCDL for violation of Program standards.. CAPCDL reserves the right, in its sole and absolute discretion, to withhold tuition reimbursement if Student voluntarily fails to complete the Program. By signing below, Student acknowledges that it has received a copy of the Program Standards.
8. In addition to the foregoing, CAPCDL may remove Student from the Program for any of the following: negative conduct or the appearance that Student is intoxicated or under the influence of drugs or alcohol. If Student is removed under any such circumstances, there shall be no tuition reimbursement.
9. Student understands and affirms that completion of the Program is not a guarantee of employment either upon completion or at any time in the future.

Signature: _____

Date: _____