

Collision Avoidance Training



Proposal

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INTRODUCTION

In 2003 approximately 6.3 million reported crashes occurred on America's roadways. 7,884 15-20-year-old drivers were involved in fatal crashes -- a 5% increase from the 7,484 involved in 1993. 18%



(216) of all fatal collisions in 2003 in Tennessee involved teenagers. The Insurance Institute for Highway Safety cites “inexperience” and “operator error” as the primary causes in teen vehicle deaths. IIHS

research shows that new drivers need approximately 5 years of driving experience to obtain the knowledge necessary to handle most day-to-day incidents. Young drivers have much higher fatal crash rates than other drivers and represent a significant highway safety problem. Motor vehicle crashes are the number one killer of American teenagers (See Attachment 1).

Preliminary figures reported to FARS by the Tennessee Department of Safety indicate 146 teenagers 15 through 19 years of age died in motor vehicle crashes in Tennessee in 2004, 146 teens



that may have been saved if they had had the knowledge and experience to handle a motor vehicle safely.

With the addition of a two-tier training program directed toward our city's newest and most inexperienced drivers, the Tennessee Regional Safety

Council in partnership with the Metropolitan Nashville Police Department and other private sponsors has an opportunity to affect the lives of our families, friends and neighbors. By teaching teens how to handle emergency situations that occur during everyday operation of a motor vehicle, we can reduce the needless suffering and death that can result.

The “Collision Avoidance Training Program” (C.A.T.) is specifically designed for teenage drivers. By first using classroom instruction to explain why vehicles react the way they do and then putting them behind the wheel in a secure environment to feel it first hand, we give them the experience they would otherwise learn the hard way. This program helps close the five year gap in knowledge and gives teens the tools necessary to recognize and avoid dangerous driving situations they face daily.

What is Collision Avoidance Training?

The **Collision Avoidance Training** (C.A.T.) program is an *advanced defensive driving and vehicle control* program designed for teenage drivers. The two day (12 hour) program is designed to provide young drivers with the knowledge and understanding of vehicle dynamics and human kinetics - the forces created by an automobile and the effects of the forces on the human body.



The objective of the program is to enhance the young driver's awareness of the complex task of operating a motor vehicle and to create, and practice skills that will prepare them to anticipate and handle hazards that occur daily in normal driving conditions. This program has been created by professionals in the fields of adolescent behavior, accident reconstruction engineering, substance abuse and law enforcement training. The curriculum was created around the fact that most crashes involving teenage drivers are classified as "avoidable" and, due to lack of experience or training, teens are not prepared to make the vehicle respond appropriately.



The education segment is designed to give the student a better understanding of the responsibilities and liabilities of the driver, vehicle dynamics, friction and the effects of intoxicating substances on their ability to operate the vehicle. A traffic model is created at the beginning of the program and segments build on each other to a final conclusion - **35 mph is fast**. This portion of the program gives the students a better understanding of why the vehicle responds the way it does and prepares them for the exercises on the driving range. The basic principles of safe, defensive driving are emphasized throughout this program. This classroom segment is four hours and is generally held on a Friday evening. This structure gives young drivers a strong foundation from which they can continue to develop and improve their driving skills to a consistently high level while maintaining safe driving habits.

Due to lack of experience, most teens have little or no idea of how the vehicle responds in a given situation or how to regain control of the car once it is out of control. On Saturday the teen spends eight hours behind-the-wheel, one-on-one with a certified instructor. Five basic skills, actions and/or techniques of driving are identified as areas that teens need experience or training to safely operate a motor vehicle. Steering, acceleration, deceleration, backing and skid control/skid recovery are the tasks addressed in the driving segment of the program. Training exercises used in this program have been adopted from the law enforcement training manual and approved by the Criminal Justice Standards and Training Commission. Student drivers must master the following exercises:

1. Evasive maneuvers
2. Threshold/emergency braking
3. Wet and dry skid recovery
4. Forward serpentine cornering
5. Backing



Emphasis is on how to react in emergency situations through proper steering and heel indexing. All classes are conducted under the direct supervision of certified high liability driving instructors. Instructors ride with each student and students move to the next exercise only after the instructor feels the student has demonstrated a reasonable degree of skill.

The purpose of the structure of this program is to give young drivers a strong foundation from which they can continue to develop and improve their driving skills to a consistently high level while maintaining safe driving habits. C.A.T. has a two-fold goal: To provide inexperienced drivers with education and training on operating a vehicle, learning to anticipate situations and properly reacting in a given situation. Second, C.A.T addresses driver attitudes and behaviors. The secret to being a good defensive driver is not only the skills acquired through training, it is how those skills are applied.

How Will C.A.T. Benefit Nashville?



In 1999, the city of Tallahassee, Florida was ranked in the top 5% of the state for teenage motor vehicle related deaths. Professionals from several different fields got together and designed a pilot program called Collision Avoidance Training that addressed the issues facing teens as they embarked on their driving career. Five years later Tallahassee, Florida was ranked in the bottom 5% of the state for teenage motor vehicle related deaths. In the past five years the city of Tallahassee has had one teenage death from a motor vehicle crash. Less than 3% of the teens who completed the C.A.T. program during the past five years in Florida have been involved in a motor vehicle crash. And, of those 3% **none** have been involved in an injury producing crash

Preliminary figures reported to the National Highway Traffic Safety Administration's Fatality Reporting Analysis System (FARS) by the Tennessee Department of Safety indicate that 146 teenagers between 15 and 20 years of age died in motor vehicle crashes in Tennessee in 2004. With the C.A.T program implemented in Nashville we have an opportunity to take the lead in Tennessee with a program that impacts everyone in a positive way. Through a cooperative partnership with the Metropolitan Nashville Police Department and other private sponsors the citizens of Nashville and ultimately the state will see that we are serious about saving the youth of our city and making the streets of Nashville safer for everyone. It is not often that such a small investment can grow into such a large return, not in terms of money, but in lives.



C.A.T. Requirements

Partners for Highway Safety (PHS) is a non-profit 501(c)(3) youth traffic safety organization. PHS was founded on September 18, 1992 in memory of Gregory Paul Burris, a young life that ended abruptly Mother's Day week-end on May 10, 1992, one day after his seventeenth birthday.

Greg was the only child of Paul and Ann Burris. "Everything we had died with Greg. All that we lived and worked for is gone. His death has left a terrible hole in our lives," said Paul Burris. Out of the

pain and loss, Paul and Ann began a crusade to prevent needless deaths; thus, Partners For Highway Safety was born.

Today, PHS is made up primarily of parents, family members, and friends who have lost children in automobile crashes, as well as other concerned citizens



who have experienced the pain of loss through traffic fatalities. PHS is considered a leader in the field of teen traffic safety and every year their programs reach thousands of teen drivers in their effort to reach their goal of reducing teenage crashes, injuries and deaths. Their programs have received many local, state and national awards and several are now model programs for our nation.

Partners for Highway Safety, the proprietary owner of C.A.T., has established standards that must be met by a partnering group.

- a. The program must be partnered with a law enforcement agency or public response (fire and rescue) agency.
- b. All driving range instructors must be off-duty or retired law enforcement or public response personnel who have completed required driver training.
- c. It is recommended that six (6) people initially are trained: one (1) instructor-trainer, one (1) classroom instructor and four (4) range instructors. Classroom only instructors do not have to meet the requirements in b.
- d. Classroom instructors must have at least three (3) years teaching experience, preferably dealing with teenagers.

- e. A classroom that is available on Friday evenings from 6:00 PM to 10:00 PM.
- f. A driving range that meets the minimum basic of 350 feet X 400 feet.

Financial Requirements

C.A.T. is a fee based program with registration fees set by the sponsoring agency. There is a one-time licensing fee paid to Partners for Highway Safety. After the licensing fee is paid, Partners for Highway Safety receives no royalties or other recurring fee. All registration fees and any profit realized stays in the community. Partners for Highway Safety does ask that any profit from the C.A.T. program be utilized to expand the program and/or used for traffic safety programs in our area.

The basic licensing fee is \$6,700.00. There is a \$600.00 fee for the initial training in Nashville to cover PHS instructor expenses – travel, lodging and meals.

The licensing fee covers:

- Training Administrative Personnel
- Training Instructor Trainer (1)
- Training Classroom Instructor (1)
- Training Driving Range Instructors (4)
- Student Workbooks and Certificates (25)

- Student T-Shirts (72)
- Instructor Shirts (4)
- C.A.T. Brochures tagged with appropriate logos

Recurring costs to support the program include Student Workbooks and Certificates at \$12.00 each, and Student T-Shirts at \$4.00 each. Student T-Shirts do not have to be re-ordered through Partners for Highway Safety. However, if they are produced locally PHS does reserve the right to approve the imprint.

The classroom instructors and driving range instructors will be staffed by Tennessee Regional Safety Council and Metropolitan Nashville Police Department personnel. These personnel will be hired by the Tennessee Regional Safety Council and compensated as employees for their services. Administrative duties will be absorbed by current Tennessee Regional safety Council employees.

Program Implementation

The 2005-2006 Metropolitan Public School session begins on August 15th. Implementation of the C.A.T. program is planned to coincide with the opening of school. Paul Burris, President of Partners for Highway Safety, will come to Nashville to help launch the program with a press conference involving Chief Ronal Serpas, Mayor Bill Purcell, Andrew Williams, President Tennessee Regional Safety Council, various celebrities who support the program and

other involved officials wishing to take part. The press conference is tentatively scheduled for August 15th.

On August 26th the instructors from Partners for Highway Safety will arrive in Nashville. They will put on the first class on Friday evening August 26th from 6:00 PM until 10:00 PM and Saturday August 27th from 9:00 AM until 5:00 PM. During this class the Nashville instructors will participate and be trained simultaneously.

From this point forward the program is operated solely by the Tennessee Regional Safety Council. Classes will be scheduled on



two week ends per month with additional classes added as needed. Initially, class enrollment will be limited to a maximum of twelve (12) students. As the program demands, this will be increased to a maximum of eighteen (18) students.

Instructor to student ratio will be 1:6. A cone recovery technician is recommended to keep the Driving Range portion of the program on track.

Program Funding

The initial licensing fee and instructor cost is \$6,700.00. This gets the program started and funds two complete classes not including instructor costs. Instructors will be paid \$25.00 per session hour. The educational segment on Friday night requires two (2)

instructors at \$100.00 per instructor. The hands-on segment on Saturday requires four (4) instructors at \$200.00 per instructor and one cone technician at \$50. Instructor costs per class are then \$1050.00. Corporate sponsors are needed to fund the initial program and one follow up program. Needed corporate sponsor funding is \$7,750.00. Corporate sponsors receive full acknowledgement through the use of logos, media bulletins and any other means acceptable. Starting with class number three the program becomes self-funded and requires no additional financial support from sponsors. C.A.T. will be funded by a student fee of \$150.00. Each student receives a C.A.T. workbook and certificate and a C.A.T. student T-shirt.

A per class financial analysis follows:

| | | |
|--|---|--------------------|
| 12 students @ \$150.00 per student | = | \$1800.00 |
| 12 workbooks and certificates @ \$12.00 each | = | - \$ 144.00 |
| 12 student t-shirts @ \$4.00 each | = | - \$ 48.00 |
| Education component instructors | = | - \$ 200.00 |
| Driving Range instructors | = | - \$ 800.00 |
| Cone technician | = | - \$ 50.00 |
| <u>Payroll Expenses (estimated)</u> | = | <u>- \$ 100.00</u> |
| Profit | = | \$ 458.00 |

Once an established amount of operating capital is in place the program can be expanded to offer scholarships to low income families who may not have the resources to attend this program.

Program Expansion

Working with the Metropolitan Nashville Traffic Court Judges, the program will be offered as an alternative to traffic fines. Drivers age 15 through 19 years of age who have already attended the National Safety Council's "Alive at 25" defensive driving program will be sent to the more intensive and hands-on C.A.T. program. Completing students would have their charges dismissed or retired. A potential 1000 students per year could be trained in Nashville Davidson County assuming one (1) class per week for fifty (50) weeks utilizing one driving range.

As the Nashville program becomes successful, C.A.T. programs will be set-up in strategic locations throughout the state to reach as many participants as possible. These programs will be started following the format used in setting up the Nashville course.

Based on statistics from the Tennessee Department of Safety, 13,000 potential statewide referrals could come from the Point Reduction program alone.

Program Evaluation

The C.A.T. program will be evaluated for effectiveness in the areas of collision rates, recidivism rates on traffic offenses, behavior modification, attitude change and development of defensive driving habits. Using the Microsoft Project Evaluation protocols the program

will be tracked by time-line and a statistical evaluation filed at the end of twelve (12) months.

Need and Rationale for the C.A.T. Project

Accidents involving teenagers are disproportionately high throughout the United States. Drivers between ages 15 and 20 make up about only 6.4 percent of the nation's driving population, but for the last 10 years they have been involved in approximately 14 percent of all fatal car crashes.¹

In 2003, nearly 7,900 teen drivers were involved in fatal accidents in the United States. Nearly half of them died, but most of the victims were passengers, drivers or passengers of other vehicles, or pedestrians. Another 308,000 teen drivers were injured in fatal crashes. About 6,000 teens died in automobile accidents in 2003, including 3,657 young drivers.²

Fatalities Caused by Young Drivers

A majority (58 percent) of people killed in crashes involving young drivers were not the young drivers but passengers, occupants of other vehicles and pedestrians.

Fatalities in Crashes Involving Drivers Ages 15-20

| Year | Young drivers | Passengers of young drivers | Occupants of other vehicles | Non-occupants | Total fatalities |
|------|---------------|-----------------------------|-----------------------------|---------------|------------------|
| 1999 | 3,564 | 2,578 | 2,245 | 752 | 9,139 |
| 2000 | 3,621 | 2,535 | 2,185 | 756 | 9,097 |
| 2001 | 3,617 | 2,529 | 2,172 | 746 | 9,064 |
| 2002 | 3,838 | 2,565 | 2,153 | 695 | 9,251 |
| 2003 | 3,657 | 2,384 | 1,979 | 646 | 8,666 |

Source: "Crash Stats," National Highway Traffic Safety Administration, November 2004

Although those figures were down from the year before – when 3,838 teen drivers were killed – the trend over the last decade has been upward. Since 1993 deaths of drivers 15-20 years old have increased 13 percent.³ Indeed, says Kristen Kreibich-Staruch, manager of safety programs and communications at DaimlerChrysler Corp., “traffic crashes are the leading cause of death” for teens of driving age. According to the Insurance Institute for Highway Safety (IIHS), motor vehicle crashes account for about 40 percent of adolescent fatalities.⁴

Moreover, teenage drivers are involved in more crashes – fatal and non-fatal – than any other age group. The Centers for Disease Control and Prevention (CDC) reports that in 2002 the motor vehicle death rate for teens (drivers as well as passengers) between

¹ “Traffic Safety Facts 2003: Young Drivers,” National Highway Traffic Safety Administration, 2004.

² *Ibid.* See also, National Highway Traffic Safety Administration Office of Public Affairs, December 2004.

³ “Traffic Safety Facts, 2003,” *op.cit.*

⁴ “Q&A: Teenagers,” Insurance Institute for Highway Safety, March 2004; www.iihs.org/safety_facts/qanda/teens.htm.

ages 15 and 19 was 27.6 deaths per 100,000 population compared to 17.8 for people between 25 and 34 and 15.8 for those between 35 and 44.⁵

Jeffrey W. Runge, a physician who heads the National Highway Traffic Safety Administration (NHTSA), has described teen driving deaths in the United States as “an epidemic.”⁶

Experts cite many reasons for the high toll. Driver education courses are being offered in only about half the nation’s public high schools, many discontinued because of skyrocketing insurance costs. And even when courses are offered, they generally focus on helping students pass a driving test, not teaching them to drive defensively and safely, experts say. Commercial driving school programs have the same problem, they add, although driver education teachers – both public and private – disagree.

The mythical “invulnerability” of youth is also blamed: Teens by nature are risk-takers who rarely think about disaster, particularly when it comes to driving. For example, they are the least likely age group to use seat belts, and the most likely to drink and drive.

The CDC reports that 29 percent of teen drivers killed in auto crashes in 2002 had been drinking, and 77 percent were not wearing seat belts. Moreover, during the period from 1991 to 1997, more than one in three teens reported riding with a driver who had been drinking. And one in six admitted to drinking and driving.⁷

“Research continues to show that young drivers between 15 and 20 years of age are more often involved in alcohol-related crashes than any other comparable age group,” says Mothers Against Drunk Driving (MADD).⁸

But there has been progress. The number of 15-to-20-year-olds involved in fatal crashes that had a blood alcohol concentration (BAC) higher than 0.08 g/210 liters of breath – the legal limit in all states – dropped 6 percent between 1993 and 2003, possibly due to increased use of designated drivers.⁹

Nevertheless, teens tend to think of themselves as safe drivers.¹⁰ Among 10 teens attending a recent class at the Northern Virginia Driving School in Arlington, VA., at least four had close friends who had been in serious accidents, but none thought the same could happen to them.

When asked why he drove fast, a student replied: “It’s just the thrill of it, going fast!”

Some experts say that just because teens are allowed to drive at 16 (or even younger) does not necessarily mean they have the maturity to handle the physical or psychological challenges of driving, especially when egged on by their friends. For instance, a 16-year-old girl described as a model student and daughter died in a crash while playing “road-hog” with a friend in another car.¹¹

⁵ National Center for Health Statistics, Centers for Disease Control, December 2004.

⁶ “Teen Driving Death Rate Soaring,” CBSNews.com, Oct. 21, 2004.

⁷ “Teen Drivers,” Fact Sheet, National Center for Injury Prevention and Control, Centers for Disease Control, www.cdc.gov/ncipc/fact-sheets/teenmvh.htm

⁸ Fact Sheet, Mothers Against Drunk Driving, www.madd.org/stats/0,1056,1807,00.html.

⁹ “Traffic Safety Facts 2003: Young Drivers,” *op. cit.*

¹⁰ “Young Drivers: The High-Risk Years,” video presentation, Insurance Institute for Highway Safety, 2002.

¹¹ *Ibid.*

Inexperience is another factor: New drivers simply aren't aware of the many unexpected conditions they might confront, and they know even less about how to deal with them.

"They're always either under steering or over steering, going off the road or hitting the curb, or turning too soon or too late," says Virginia driving school owner Larry Blake. "I've fought in two wars, and I can tell you, this is the most dangerous profession there is."

As Allan F. Williams, chief scientist for the IIHS, has put it, "You've got several things going on here – a risky driving style; inability to recognize or respond to dangerous driving situations and overconfidence in their abilities. When you put all those things together, you've got a pretty lethal combination."¹²

Some 45 states (including Tennessee) and the District of Columbia have responded to the problem by instituting graduated driver licensing (GDL) programs, which limit a new driver's privileges pending successful completion of phases involving increasing levels of risk exposure. *The Journal of Safety Research* recently reported that GDL programs have helped reduce teen crash rates, but because of differences in state programs and evaluation methods, precise nationwide measures cannot be made.¹³

Some experts say more educational programs are needed. And still others argue for parental involvement in teens' driving lessons. But a recent study by Liberty Mutual Insurance Co. and Students Against Destructive Decisions (SADD) indicated that more parental involvement actually can have a negative effect.¹⁴

Meanwhile, an upcoming explosion in the number of teenagers is putting new pressure on safety experts to improve teen driving. Reflecting a nationwide trend, the California Office of Traffic Safety recently released a study forecasting a one-third rise in the state's teen population by 2007. The increase will occur because teenage children of Baby Boomers – who delayed having children to pursue careers – are reaching puberty.¹⁵ "Teenage traffic deaths could skyrocket over the next decade," California officials said.¹⁶

For many teens and parents, the value of driver education – behind-the-wheel experience bolstered by classroom instruction – seems self-evident. However, some experts say formal evaluations of high school "driver ed" programs show they have little or no effect in reducing crashes.¹⁷ "Driver education programs are usually shot-term, and only basic skills are learned," says Williams, of the IIHS. "There's not enough time to do more. To think this short-term course is going to make young people safe drivers is kind of unrealistic.

¹² *Ibid.*

¹³ See James Hedlund, *et al.* "What we know, what we don't know, and what we need to know about Graduated Licensing." *Journal of Safety Research*, Vol. 34, No. 1 (January 2003), pp. 107-115.

¹⁴ "Teens 'Inherit' Parents' Bad Driving Habits; Annual Liberty Mutual/SADD Teen Driving Study Shows Parent Driving Behaviors Mirrored by Their Kids," press release, Aug. 10, 2004; www.libertymutual.com.

¹⁵ "A Youthquake is Coming! Increased Traffic Deaths Feared From Surge in Teen Population," American Driver & Traffic Safety Education Association, http://adsea.iup.edu/adsea/resource_library/young_driver_articles/youthquake.htm.

¹⁶ *Ibid.*

¹⁷ "Q&A: Teenagers," *op. cit.* See also Fredrick Kunkle and Elizabeth Williamson, "Safety Experts Doubt Benefits Of Driver's Ed; Lots of Practice With Parent Seen as Surest Way to Learn," *The Washington Post*, Nov. 22, 2004, p. A1.

NHTSA Administrator Runge essentially concurs. “As it’s currently configured, driver’s education might make a difference in the first six months of driving,” he said, “but after that, it doesn’t matter much.”¹⁸

While critics acknowledge that high school programs can teach good driving skills, they say the programs have little or no effect on teen attitudes. Indeed, the IIHS maintains that teenagers who have accidents are the least susceptible to behavior change through skills training alone.

The characteristics of teen drivers involved in fatal crashes offer significant clues on how to change the patterns of teen driving.

| Percentage of fatal crashes by characteristic, 2003 | | | |
|--|-----------|--------------|--------------|
| Driver Age: | 16 | 17-19 | 20-49 |
| Driver error | 77 | 73 | 57 |
| Speeding | 38 | 36 | 23 |
| Single vehicle | 50 | 45 | 39 |
| 3+ occupants | 28 | 24 | 18 |
| Drivers killed with 0.08+ BAC | 13 | 27 | 42 |

Driver Error: Compared with crashes of older drivers, those of 16 to 20 year-olds more often involve driver error.

Speeding: Sixteen to twenty year-old drivers have a higher rate of crashes in which excessive speed is a factor.

Single-vehicle crashes: More of 16 to 20 year-olds’ fatal crashes involve only the teens’ vehicle. Typically these are high-speed crashes in which the driver lost control.

Passengers: Sixteen to twenty year-olds’ fatal crashes are more likely to occur when other teenagers are in the car. The risk increases with every additional passenger.

Alcohol: Although this is a problem among drivers of all ages, it’s actually less of a problem for 16 year-olds. Thirteen percent of fatally injured 16 year-old drivers in 2003 had blood alcohol concentrations of 0.08 percent or greater. However, the percent more than doubles for 17 to 20 year-olds to twenty-seven percent for blood alcohol concentrations of 0.08 percent or greater.

One of the primary goals of the **C.A.T** program is to get participants to adopt safer driving practices and be prepared to handle hazardous situations. Habits, attitudes and behaviors must be addressed. Young drivers need more than lectures or books to change how they drive. Through skill practice, young drivers establish patterns that can easily be replicated behind the wheel and break those self-destructive habits learned from parents and peers. Self-analysis exercises help them identify risky attitudes and behaviors in themselves that may lead to crashes and violations. With guidance from the instructor they learn the defensive driving principles and concepts that will help them change those attitudes and behaviors. Through hands-on training they experience hazardous driving situations in a controlled environment to gain the practice necessary to handle these situations in a “real-world” environment.

¹⁸ *Ibid.*

PARENT/GUARDIAN STATEMENT OF PERMISSION AND RELEASE OF CLAIMS

Students Name _____

I hereby give my consent for the above-named student to participate in the Collision Avoidance Training Program. I hereby state this consent is given with the understanding that:

- (1) The training course involves moving vehicles being operated by inexperienced drivers.
- (2) The above-named student will be operating a vehicle with the express written consent of the owner of the vehicle.
- (3) Damage may occur to the vehicle that the above-named student is driving or to other vehicles involved in the course.
- (4) The above-named student's participation in this course subjects the student to a risk of serious, catastrophic, permanent injury, or even death.

If I am not the owner of the vehicle which the above named student intends to use while taking this course, I hereby certify that the owner has consented to the use of his/her vehicle and has authorized the use by completing the VEHICLE OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS below. I hereby certify that the vehicle which the above-named student intends to use in this course is in good working order, including the vehicle's brakes, suspension, steering and tires.

I understand the program will be lead by certified active or retired law enforcement instructors. However, I hereby release and agree to hold harmless the Partners For Highway Safety Foundation, Inc., the Tennessee Regional Safety Council, Inc., the Metropolitan Nashville Police Department and their instructors from any and all liability, including any acts of NEGLIGENCE on behalf of an agent or apparent agent of any of these entities or another participant in the course.

Parent/Legal Guardian Signature

Date

VEHICLE OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS

I hereby certify that I am the owner of the vehicle, which the above-named student intends to use while taking this training course and hereby consent to such use. I hereby certify that this vehicle is in good working order, including the vehicle's brakes, suspension, steering and tires. I understand that the training course involves moving vehicles being operated by and inexperienced driver and that damage may occur to the vehicle or to the other vehicles involved in the course. I understand the program will be lead by certified active or retired law enforcement instructors. However, I hereby release and agree to hold harmless the Partners For Highway Safety Foundation, Inc., the Tennessee Regional Safety Council, Inc., the Metropolitan Nashville Police Department, and their instructors from any and all liability, including any acts of NEGLIGENCE on behalf of an agent or apparent agent of any of these entities or another participant in the course.

Vehicle Owner's Signature

Date

Collision Avoidance Training Program
PARENTAL PERMISSION FORM AND RELEASE OF ALL CLAIMS

STUDENT INFORMATION

Name of Student _____ Age _____

Name of School Currently Attending _____ Grade _____

Date of Birth _____ Place of Birth _____

Driver License Number _____ State _____

Name of Parents of Legal Guardian _____

Current Address _____ Telephone Number _____

City, State, Zip _____

Are there any health issues we should be aware of? _____

Is any medication being taken that will in any way affect the safe operation of a vehicle?

Parent/Legal Guardian Signature

Date

STUDENT STATEMENT OF VOLUNTARY PARTICIPATION AND RELEASE OF CLAIMS

I hereby state that this application to participate is entirely voluntary on my part and is made with the understanding of the following: (1) the training course involves moving vehicles being operated by inexperienced drivers; (2) I will be operating a vehicle with the express written consent of the owner of the vehicle; (3) damage may occur to the vehicle that I am driving or to other vehicles involved in the course; and (4) my participation in this course subjects me to risk of serious, catastrophic, permanent injury, or even death.

I hereby certify that the vehicle which I intend to use in this course is in good working order; including the vehicle's brakes, suspension, steering and tires. I understand that the program will be led by certified instructors. However, I hereby release and agree to hold harmless the Partners For Highway Safety Foundation, Inc., the Tennessee Regional Safety Council, Inc., the Metropolitan Nashville Police Department and their instructor from any and all liability, including any acts of NEGLIGENCE on behalf of an agent or apparent agent of any of these entities or another participant in the course.

Student's Signature

Date

Collision Avoidance Training Program Agreement

Partners For Highway Safety Foundation, Inc
1920 THOMASVILLE ROAD-SUITE 200
TALLAHASSEE, FLORIDA 32303
Phone : (850) 681-0800

AND

The Tennessee Regional Safety Council, Inc.
1808 West End Ave
Nashville, TN. 37203

This **Collision Avoidance Training Program Agreement** ("CAT Agreement") is entered into by and between Partners for Highway Safety Foundation, Inc. ("PHS") and The Tennessee Regional Safety Council, Inc. ("OPERATOR").

ARTICLE 1. LEASE

1.1 Grant of Lease. PHS grants to OPERATOR a nontransferable, nonexclusive right, privilege and authorization to teach the *PHS, Collision Avoidance Training Program* (the 'PHS CAT Program'). This nontransferable, nonexclusive right, privilege and authorization include the lease of the PHS CAT Program printed materials (collectively referred to as the "PHS CAT Program Materials") as well as related Software, if applicable. For purposes of this CAT Agreement, the term 'Software' refers to certain proprietary computer software belonging to PHS and consisting of, but not limited to, a computerized administrative record-keeping system and related documentation. As consideration for the grant of this lease, OPERATOR agrees to pay PHS a one time "*Licensing*" fee of Six Thousand Seven hundred dollars (6,700.00) and certain fees enumerated below. OPERATOR agrees that it shall only use all materials for the OPERATOR'S benefit in the course of its normal business activities and shall not allow it to be used by any other person or company, either directly or indirectly. This Lease is for CAT programs offered in the Nashville, Tennessee area only.

1.2 Exclusivity. OPERATOR agrees that, during the Term of this CAT Agreement, OPERATOR shall only use the PHS CAT Program in promoting and teaching licensed drivers and insured motorists a course of 'Advanced Car Control. Neither OPERATOR nor any of its principals, shareholders, officers, or directors shall operate a related business under any other name. OPERATOR agrees that in the event this agreement is terminated for any reason, OPERATOR will not offer, operate or promote any similar or related business for a period of 18 months from date of termination. This provision may only be waived by PHS in writing. A 'related business,' as used herein, shall mean and refer to any business engaged in providing licensed drivers and Insured motorists a course of Advanced Car Control.

ARTICLE 2. TERM

The initial Term of this CAT Agreement shall be for a period of three (3) years, commencing on July 21, 2005 and ending on July 21, 2008, unless terminated earlier in accordance with the provisions of this CAT Agreement. This CAT Agreement shall automatically continue for successive one (1) year Terms unless and until terminated by either party at the end of such initial or successive Terms, or on the anniversary date of any subsequent Term, upon not less than three (3) months' prior written notice to the other party. As used herein, the word "Term" shall mean and include the initial Term and any successive Term thereafter. Should either party desire to modify any provision of this CAT Agreement for any successive Term, any such negotiations must be completed prior to the three-month deadline for notification of intent to terminate. Otherwise, as stated above, this CAT Agreement shall automatically continue in effect under the original terms and provisions.

ARTICLE 3. SCHOOL CLASSROOM LOCATIONS

As used herein, the term "School Classroom Location(s)," shall specifically refer to OPERATOR'S location(s) for conducting the PHS CAT Program. OPERATOR must provide written notice to PHS of all School Classroom Locations utilized within the Nashville area by OPERATOR.

ARTICLE 4. FEES

4.1 PHS CAT Program Materials Fees. PHS shall provide to OPERATOR, for use in connection with OPERATOR'S teaching the PHS CAT program, master documents of certain printed materials and computer programs. OPERATOR shall be responsible for making such copies of these master documents as are necessary to teach the PHS CAT Program. OPERATOR agrees at all times during the term of this CAT Agreement, to use the most current updates of the PHS CAT Program Materials as released by PHS. OPERATOR will purchase from PHS or their designated agent all materials deemed necessary for this program, including but not limited to one (1) student workbook for each student enrolled in the PHS CAT Program. The following fee's are in effect at the time this agreement is executed and may change from time to time as deemed necessary by PHS.

| | |
|---------------------------------|---------|
| Student Workbook | \$12.00 |
| Instructor's Manuel | \$50.00 |
| Classroom Video cassette/CD/DVD | \$75.00 |

4.2 Royalty fees. During the Term of this CAT Agreement, OPERATOR hereby covenants and agrees to pay PHS Royalty Fees in the amount of \$0.00 for each person who completes the PHS CAT Program through OPERATOR. The PHS CAT Program shall not be used in any format other than the PHS approved format where applicable, unless express written permission is obtained from PHS.

4.3 Instructor Training Fees. During the Term of this Agreement, OPERATOR hereby covenants and agrees to pay PHS instructor training fees as follows:

- (i) One complimentary initial instructor training Program conducted on a mutually agreeable date and time at facilities provided by OPERATOR.
- (ii) PHS will identify and train an "Instructor-Trainer" designee identified by OPERATOR who is agreeable to PHS for the purpose of conducting additional Instructor training Programs solely for the purpose of training instructional staff of OPERATOR. OPERATOR shall provide a schedule of instructor training Programs in advance and shall purchase the mandated instructional materials at a rate of \$50 U.S. dollars per person trained. Such sessions shall include all necessary printed course materials.
- (iii) OPERATOR may refer - in lieu of OPERATOR-provided instructor training Programs as referenced in ii above, register instructor-candidates in scheduled PHS pre-service training programs for which a per person fee shall be charged by PHS. Fee schedules will be made available to the OPERATOR prior to registration.

ARTICLE 5. OWNERSHIP AND USE OF THE CAT Program MATERIALS, SOFTWARE, AND MARKS

5.1 Use of the Marks. During the Term of this CAT Agreement, PHS shall permit OPERATOR to use, solely in connection with teaching the PHS CAT Program, the names "Partners For Highway Safety" and "PHS"; also all names, service marks, logos, graphics, and any other commercial symbols, Identifying characteristics or indicia of the PHS CAT Program, registered or not, and any materials, copyrighted or not, or derivations thereof, that are owned by PHS and used in relation to the PHS CAT Program and the teaching thereof (all of which shall be collectively referred to as the "Marks").

5.2 Ownership of the PHS CAT Program. PHS CAT Program Materials, Software, and Marks. In connection with the PHS CAT Program, PHS CAT Program Materials, Software, and Marks, and this CAT Agreement, OPERATOR hereby specifically acknowledges PHS's ownership of the PHS CAT Program, PHS CAT Program Materials, Software, and Marks, and that PHS is the sole and exclusive distributor of any rights, title or interest to the PHS CAT Program, PHS CAT Program Materials, Software, and Marks. OPERATOR agrees and covenants not to contest, challenge or dispute, directly or indirectly, PHS's ownership, title, right or Merest in or to the PHS CAT Program, PHS CAT Program Materials, Software, or Marks, nor to contest PHS's sole right to tease, register, use or license others to use the PHS CAT Program, PHS CAT Program Materials, Software, and/or Marks. OPERATOR further agrees that it shall not divulge or disclose any trade secretes or confidential information of PHS made available to OPERATOR hereunder.

ARTICLE 6. OBLIGATIONS OF OPERATOR

6.1 Actions in Conflict With PHS's Ownership Rights. OPERATOR expressly agrees that during the Term of this CAT Agreement, it will not, directly or indirectly, enter into any subcontract, assignment, transfer, or sublease with any other entity for the use of the PHS CAT Program, PHS CAT Program Materials, Software, or Marks, or otherwise encumber any rights granted under this CAT Agreement, without the prior expressed written consent of PHS.

6.2 Program Compliance. OPERATOR agrees that the PHS CAT Program shall only be conducted by an instructor who has been trained in a comprehensive instructor development Program designed by PHS, or a PHS -approved instructor/trainer who has been certified by PHS to teach the PHS CAT Program on behalf of OPERATOR, and whose performance as an instructor is subject to ongoing evaluation and approval by OPERATOR and PHS. OPERATOR further agrees to at all times comply with all county, municipal, state and federal laws, ordinances, rules, regulations, and orders of any governmental or quasi-governmental entity, body, agency, commission, board or official, applicable to OPERATOR, its business, and the PHS CAT Program.

6.3 Liabilities as to Third Parties. OPERATOR shall be solely responsible for all claims, losses, or damages arising out of or relating to OPERATOR'S negligence, including but not limited to claims for direct or indirect damage to property or for injury to any person or persons. OPERATOR expressly acknowledges that PHS's relation to OPERATOR and to OPERATOR'S customers shall in no manner create liability or responsibility on the part of PHS for any negligence, breach of warranty or breach of contract of OPERATOR. OPERATOR agrees to indemnify and hold PHS harmless from and against any and all claims, losses and damages described in this Article, including court cost and reasonable attorneys' fees. OPERATOR shall continually maintain general liability, and other reasonably prudent insurance policies in force.

6.4 Advertising. OPERATOR shall be responsible for its own advertising. OPERATOR may, in its advertising and conducting of the PHS CAT Program, use the words "Partners For Highway Safety, Collision Avoidance Training for Teen Driver's" as part of its advertising. OPERATOR may also use the Mark(s) in its advertising in a size reasonable considering the overall size of the advertisement.

6.5 Independent Contractor. It is expressly agreed and understood between PHS and OPERATOR that OPERATOR has no power, right, duty or authority to bind or obligate PHS in any manner. OPERATOR is not an agent of PHS and is in all things an independent contractor in its teaching of the PHS CAT Program. PHS shall not be deemed responsible in any way by any governmental agency or any person or entity for the consequences of OPERATOR'S acts or conduct and no person or entity that is not a party to this CAT Agreement shall be entitled to claim any rights hereunder of whatsoever nature. OPERATOR is, and shall remain, an independent contractor responsible for all obligations and liabilities arising with respect to each PHS CAT Program taught hereunder.

6.6 Reports and Records. OPERATOR agrees to submit to PHS, in a timely manner all student data (Full Name, Full Address, Date of birth and Drivers license number) required for submission to PHS and any other documents that may be requested by a licensing governmental agency. OPERATOR shall only present, or cause to be presented, the PHS designed and approved PHS CAT Program "Certificate of Completion", whenever a student has successfully completed the PHS CAT Program.

6.7 Periodic Inspection and Supervision. PHS shall have the right to audit OPERATOR'S classes from time to time in order to verify OPERATOR'S compliance with the PHS CAT Program curriculum. All books and records maintained by OPERATOR relating to its PHS CAT Program business shall be open at all reasonable times to inspection and verification by PHS or its authorized agents and/or representatives. PHS shall be entitled to have OPERATOR'S PHS CAT Program business books and records examined or audited, at PHS's cost and expense, and OPERATOR shall cooperate fully with the party or parties making such examination or audit on behalf of PHS. PHS acknowledges and agrees that OPERATOR'S books and records are and shall remain the sole and exclusive property of OPERATOR.

ARTICLE 7. TERMINATION

7.1 OPERATOR'S Right to Terminate with Notice. In the event, during the Term of this CAT Agreement, PHS is in material breach of this CAT Agreement, and OPERATOR has fully and faithfully complied with all of the terms and conditions of this CAT Agreement, OPERATOR may terminate this CAT Agreement, in accordance with this Article, upon thirty (30) days' written notice to PHS. At the time of termination Operator agrees to return to PHS all CAT Materials including but not limited to Software, Student workbooks and Instructor manuals.

7.2 PHS's Right to Terminate with Notice. This PHS CAT Agreement may be terminated by PHS in the event OPERATOR commits a material breach of any of the provisions of this PHS CAT Agreement, upon thirty (30) days' written notice to OPERATOR, and provided that during such thirty (30) day period OPERATOR fails to cure the breach. Such notice shall state specifically the particular Article(s) of this PHS CAT Agreement that PHS claims have been breached by OPERATOR.

7.3 PHS 's Right to Terminate Without Notice. In addition to any other rights of termination, and without waiver thereof, PHS shall have the right to terminate this PHS CAT Agreement immediately, without notice, upon the occurrence of any of the following events: (a) OPERATOR, or any of its shareholders, officers, directors or employees, taking any action in connection with the use of the PHS CAT Course, PHS CAT Course Materials, Software, and/or Marks that damages or reflects adversely upon PHS, the PHS CAT Course, PHS CAT Course Materials, Software, and/or Marks; (b) OPERATOR'S breach of any provision of this PHS CAT Agreement that prohibits OPERATOR from directly or indirectly assigning, transferring, subleasing or otherwise encumbering any rights granted under this PHS CAT Agreement; (c) OPERATOR, or any of its shareholders, officers, directors or employees, falsifying any report, statement or other written data furnished by OPERATOR to PHS, to any governmental agency, or to the public; (d) OPERATOR'S breach of its promise not to release, copy, extract, modify, or duplicate all or any part of the PHS CAT Course Materials or Software as proscribed by this PHS CAT Agreement; (e) OPERATOR, or any of its shareholders, officers, directors or employees, taking any action that would result in the imposition of sanctions by an official agency responsible for licensing and/or regulating PHS and the PHS CAT Course.

ARTICLE 8. RIGHTS AND OBLIGATIONS AFTER TERMINATION

8.1 General Provisions Regarding Termination. Termination of this PHS CAT Agreement under any circumstances shall not abrogate, impair, release or extinguish any debt, payment, obligation or liability of OPERATOR to PHS that may have accrued hereunder. All covenants and agreements of OPERATOR that by their terms or by reasonable implication are to be performed hereunder, in whole or in part, after the termination of this PHS CAT Agreement, shall survive such termination, including but not limited to OPERATOR'S obligation to maintain trade secrets and confidentiality associated with the PHS CAT Course, OPERATOR'S covenant not to compete with PHS, and OPERATOR'S obligation to pay PHS sums due and owing under this PHS CAT Agreement.

8.2 Use of the PHS CAT Course, PHS CAT Course Materials, Software, and/or Marks Following Termination. Upon termination of this PHS CAT Agreement, by any manner whatsoever, OPERATOR, its receivers, representatives, trustees, agents, administrators, successors or assigns, shall thereafter have no right to use the PHS CAT Course, PHS CAT Course Materials, Software, and/or Marks in any way and shall immediately cease teaching the PHS CAT Course; provided, however, that OPERATOR shall be permitted to conclude any PHS CAT Course scheduled prior to termination. OPERATOR shall be strictly responsible to PHS for any damages caused by the unauthorized use by OPERATOR or others of the PHS CAT Course, PHS CAT Course Materials, Software, and/or Marks.

8.3 Provisions Regarding Post-Termination Disposition of the PHS CAT Course Materials and Records. Upon termination of this PHS CAT Agreement, by any manner whatsoever, OPERATOR shall cease to be an authorized operator of PHS CAT Program, and OPERATOR shall immediately and permanently discontinue use of the PHS CAT Course, PHS CAT Course Materials, Software, and Marks, as well as any combination or derivative thereof, any and all other proprietary marks, trade secrets, indicia, color schemes and patterns, slogans, designs, signs and emblems relating to the PHS CAT Course and; (a) immediately return to PHS any and all original or replacement PHS CAT Course Materials in its possession or under its control; (b) immediately return to PHS any and all copies made from the original or replacement PHS CAT Course Materials, no matter what the format or medium of such copies; (c) promptly destroy or surrender to PHS all stationery, letterhead, forms, printed matter, displays and advertising containing marks or indicia of PHS or the PHS CAT Course; and (d) immediately transfer to PHS any and all PHS CAT Course reports and records due PHS under this PHS CAT Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Non-Waiver. No failure by PHS or by OPERATOR to take action on account of any default hereunder , whether a single instance or repeated, shall constitute a waiver of any such default or the performance required by either party hereunder.

9.2 Notices. Any notice or demand given or made pursuant to the terms of this PHS CAT Agreement shall be deemed to be property given when deposited in the United States mail, certified mail, postage prepaid, and addressed to the other party's business.

9.3 Venue and Controlling Law. For purposes of determining venue in the event that a legal action is brought by either party to this PHS CAT Agreement, this PHS CAT Agreement shall be deemed performable in Leon County, Florida in all respects and the parties specifically agree to bring any and an legal action(s) regarding interpretation, enforcement, and/or any other aspect of this PHS CAT Agreement in the Courts of Leon County, Florida. This PHS CAT Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by laws of the State of Florida.

9.4 Entire Agreement. This written PHS CAT Agreement contains the entire agreement between the parties. There are merged herein all prior and collateral representations, promises, and conditions in connection with the matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding on either party. No modification to this PHS CAT Agreement will be valid and binding on either party unless made in writing and signed by both parties.

IN WITNESS WHEREOF,

the undersigned hereto execute this PHS CAT Agreement, this the ____ day of _____.

For Partners For Highway Safety Foundation, Inc.

Paul Burris
President/Founder

Date

For The Tennessee Regional Safety Council, Inc.

Andrew Williams
President/Founder

Date