



Texman CDL training, LLC adheres to practices and policies of equal opportunity in admissions.

Name: _____ **Date:** _____
Last First M.I.

Birthdate: _____ **SSN:** _____
MM/DD/YY

Phone Number: _____ **Email:** _____

Address: _____
Street City State Zip Code

Driver's License #: _____ **Driver's License State:** _____ **EXP Date:** _____

Do you have a current & valid DOT Physical? Yes No

Do you hold a current & valid Texas CDL Permit? Yes No

Sex: MALE FEMALE NON-BINARY

(Please circle one)

Race: (Mark all that apply)

- White
- Black or African American
- Asian American or Alaska Native
- Asian
- Native Hawaiian or Other Pacific Islander
- Prefer not to answer

Are you currently working? Yes No

Do you have a high school diploma or GED? Yes No

For Office Use Only:

Class start date: _____ Training for: Class A Class B

Notes: _____ Manual Automatic

DRIVING/CRIMINAL HISTORY

Do you have any careless/reckless driving charges in the last 3 years? Yes No

If YES, how many and when? _____

Have you had any moving violations in the last 3 years? Yes No

If YES, how many and when? _____

Have you had any traffic/vehicle accidents in the last 3 years? Yes No

If YES, how many and when? _____

Have you ever had your driver's license suspended? Yes No

If YES, when? _____

Have you ever been convicted of DWI or DUI? Yes No

If YES, when? _____

Have you ever had a misdemeanor conviction? Yes No

If YES, when? _____

Have you ever had a felony conviction? Yes No

If YES, when? _____

Have you ever had any alcohol/drug violations? Yes No

If YES, when? _____

Have you ever held a license from any state other than Texas? Yes No

If YES, when? What state? _____

Have you ever been in the military? Yes No

If YES, when and for how long? _____

How did you hear about us? _____

PHOTOGRAPH RELEASE

Texman CDL Training, LLC has my permission to use my photograph publicly to promote their business. I understand that the images may be used in print brochures and/or advertisements, websites, and on social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

Signature: _____



- I understand a copy of my driving record will be pulled by Texman CDL. _____ (Initials)
- I understand that in completing this intake/application form, Texman CDL is under no obligation to accept or train me, nor am I under any obligation to Texman CDL. _____ (Initials)
- I agree to furnish all required documents for admission before class begins. _____ (Initials)
- I have read the entire foregoing intake/application and all answers, statements, and all other matter therein are true in substance and in fact. _____ (Initials)
- I understand that if I am untruthful in my answers regarding criminal/driving history and I am found to be ineligible to receive a CDL through the State of Texas and I start the course, my tuition will **NOT** be refunded. _____ (Initials)
- I understand that after attending two (2) days of courses, tuition will **NOT** be refunded in full. _____ (Initials)
- I understand that if I should request a refund, any approved refund will be decreased by a **three percent (3%) processing fee**. _____ (Initials)
- I understand all material, information or study guides furnished during classes are strictly for student use and should not be shared, copied, distributed or sold unless advance written consent is given. _____ (Initials)
- I have read and received a copy of Texman CDL's Student Alcohol and Drug-Free Workplace Policy. _____ (Initials)
- I understand the terms of the Texman CDL Student Alcohol and Drug-Free Workplace Policy and agree to abide those terms at all times during instruction, training, driving, or testing with Texman CDL. _____ (Initials)
- I understand that while operating any vehicle during training with Texman CDL, my Texman CDL driving instructor(s) retains the right to suspend my driving privileges at any time. _____ (Initials)
- In such an event, I consent to complete any additional classroom instruction requested by Texman CDL driving instructor(s) prior to resuming driver operations of any CDL vehicle. _____ (Initials)

Applicant Signature: _____

Date: _____

RELEASE OF LIABILITY

As a mandatory condition for my participation in the activity of CDL training, driving, and/or completion of CDL licensing/testing conducted with Texman CDL Training, LLC of 4383 FM 439, Texas, 76513, and/or use of the property, facilities and services of Texman CDL Training, LLC (hereinafter "the Training") I agree to the following:

A) AGREEMENT TO FOLLOW INSTRUCTIONS

For the proper development of the activity, I agree to heed and pay attention to all posted rules, and further agree to follow any oral or written directions and warnings given by Texman CDL Training, LLC, or the staff of Texman CDL Training, LLC.

I understand that failure to follow any directions or warnings issued by Texman CDL Training, LLC staff may result in disciplinary action, including the suspension of my training and/or driving privileges with Texman CDL Training, LLC.

B) ASSUMPTION OF THE RISKS AND RELEASE

My choice to participate in the activity is knowing, voluntary, and made for my enjoyment. I recognize that there are certain inherent risks associated with its development and I accept full responsibility for personal injury to myself and further release and discharge Texman CDL Training, LLC for physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss occurring out of my use or presence upon the facilities of Texman CDL Training, LLC, whether caused by me, Texman CDL Training, LLC or other third parties that occurs during the course of activity.

C) INDEMNIFICATION

I agree to indemnify and defend Texman CDL Training, LLC against all claims, legal actions, damages, expenses, including attorney fees and other litigation costs that in any way may derive from the use or presence of myself in the facilities of Texman CDL Training, LLC.

D) EXPENSES

I agree to pay for any and all damage caused to any vehicle(s) or facilities of Texman CDL Training, LLC as a result of my negligent, reckless, or willful actions.

E) NO DURESS

I have been given a reasonable opportunity to review this Agreement before signing. I agree and acknowledge that I am not under any pressure or duress to sign it. I further agree that I am free to have my legal counsel review this Agreement if I choose to. I also agree and acknowledge that Texman CDL Training, LLC has offered to refund any expenses I have paid to use its facilities if I finally decide not to sign this Agreement.

F) APPLICABLE LAW

If any legal or equitable claim arises from my participation in the above-mentioned activity, it will be resolved under Texas law.

G) ENFORCEABILITY

This Release of Liability shall be binding upon and enforceable against me, my representatives, spouse, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Agreement and is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

H) DISPUTE RESOLUTION

If a dispute arises in connection with this Release of Liability, the Parties agree to attempt to resolve the matter by conducting good faith negotiations. If the parties do not settle the dispute through friendly negotiations, the parties agree to resolve the matter through the following Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising from or relating to this Agreement will be submitted to mediation. The parties may only seek an alternative form of resolution if mediation does not successfully resolve the dispute.

If any party to this agreement seeks an alternative form of dispute resolution prior to attending mediation or good faith negotiations, they hereby agree to forfeit the right to recover attorney fees in any subsequent proceeding.

I) Emergency Contact

_____ - Name & Relationship

_____ - Phone number

I have been given reasonable opportunity to review and understand this document and I further understand that by signing this release, I voluntarily surrender certain legal rights.

Signature and Printed Name

Date

**TEXMAN CDL TRAINING, LLC
DRUG AND/OR ALCOHOL TESTING CONSENT FORM**

I hereby agree, upon a request made under the Texman CDL Training, LLC (the “Company”) Student Alcohol and Drug-Free Workplace Policy (the “Policy”), to submit to a drug and/or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if at any time I refuse to submit to a drug or alcohol test under the Policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination from training. I further authorize and give full permission to have the Company, or the party collecting the sample of my urine, breath, and/or blood for analysis, send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the Policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any insurance company should they request it. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will take reasonable steps to maintain and protect the confidentiality of such information; and that they will share such information only to the extent necessary to make decisions regarding training and to respond to inquiries or notices from governmental entities.

I will hold harmless the Company, its owners, officers, employees, consultants, agents and successors, as well as the Company physician (if any), and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if the Company or the laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its owners, officers, employees, consultants, agents, and successors, as well as the Company physician (if any), and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of the information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this Policy and the procedures as explained in the paragraph above.

The Company Policy and this consent form have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the Policy, they will be answered.

I UNDERSTAND THAT COMPANY WILL REQUIRE A DRUG TEST AND/OR ALCOHOL TEST UNDER THIS POLICY SHOULD THE COMPANY DETERMINE THAT THERE IS REASONABLE SUSPICION THAT SUCH DRUG TEST AND/OR ALCOHOL TEST IS WARRANTED, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

Signature

Date

Printed Name