

**Utah Department of Human Services
Division of Child and Family Services**

Learner Permit and Driver License for Youth

Informed Consent, Waiver, and Release From Liability

This is an Informed Consent, Waiver, and Release from Liability form for foster parents willing to exercise their option to provide youth in their care an opportunity to obtain a learner permit and driver license.

- I (foster parent) understand my responsibility of providing automobile insurance coverage for the youth.
- I understand the Utah No-Fault Insurance Law and I am willing to provide the minimum insurance coverage for the youth as described in 31A-22-304 (Effective 01/01/09).

Motor vehicle liability policy minimum limits.

Policies containing motor vehicle liability coverage may not limit the insurer's liability under that coverage below the following:

(1) (a) \$25,000 because of liability for bodily injury to or death of one person, arising out of the use of a motor vehicle in any one accident;

(b) subject to the limit for one person in Subsection (1)(a), in the amount of \$65,000 because of liability for bodily injury to or death of two or more persons arising out of the use of a motor vehicle in any one accident; and

(c) in the amount of \$15,000 because of liability for injury to, or destruction of, property of others arising out of the use of a motor vehicle in any one accident; or

(2) \$80,000 in any one accident whether arising from bodily injury to or the death of others, or from destruction of, or damage to, the property of others.

- I will ensure that the vehicle in which the youth will drive is in good operating condition.
- I will maintain automobile insurance at all times and waive any liability to the State in case I do not sustain the automobile insurance.
- I have full knowledge that by signing to be the responsible adult, I am jointly and severally liable with the minor for civil compensatory damages caused by the minor when operating a motor vehicle.
- I understand I may be reimbursed for the additional cost of the minimum Utah No-Fault liability coverage for adding the youth to my automobile insurance and that reimbursement is based on limited resources and solely on the availability of funds appropriated from the Utah State Legislature.
- I understand that it is my decision whether to provide additional collision and comprehensive insurance coverage when adding the youth to my automobile insurance and that Child and Family Services will not provide reimbursement for deductibles or this additional insurance coverage.

I will submit to Child and Family Services a current and valid statement from the insurance company that will identify the actual cost of providing insurance coverage for the youth in foster care. I will provide acceptable documentation, every 3 months, for reimbursement.

If the youth is removed from my home or the youth's learner permit or driver license needs to be suspended, I will provide a **written request** to Department of Motor Vehicles and Child and Family Services that the learner permit or driver license of a youth in foster care be revoked.

WAIVER OF LIABILITY

The undersigned does hereby agree to this waiver and release.

I certify that I have automobile insurance according to the Utah No-Fault Insurance Law in the minimum amount of \$25,000/\$80,000 (as described above) and agree to release State of Utah, its agencies, departments, officers, employees, agents, and volunteers from the cost of any claims arising from an automobile accident or incident while a youth in foster care is utilizing my personally-owned vehicle. I further agree to release the State of Utah, its agencies, departments, officers, employees, agents and volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me and/or youth in foster care arising out of the aforementioned use of my personally-owned vehicle. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

I have carefully read and understand the contents of the above Informed, Consent, Waiver, and Release From Liability and agree to be bound by its terms.

Name _____ **Date** _____

Signature _____

Case Manager _____ **Date** _____

Signature _____