



WAIVER AGREEMENT

Why You're Reading This Document

The purpose of this release and waiver (the "**Waiver**") is to openly communicate the risks of practicing tai chi together virtually, and have you release The Art of Tai Chi of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, I will not let you participate in my classes.

If you are under the Age of Majority in New Jersey (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Parties.** We will refer to THE ART OF TAI CHI, LLC, a Limited Liability Company registered in the State of New Jersey, as "**The Art of Tai Chi**", "**us**" or "**we**" or "**our**", and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "**you**" or "**your**".
2. **The Activities.** You will be participating in virtual tai chi and exercise classes, sessions, programs, workshops and more with The Art of Tai Chi. I offer various levels of Deliberate Renewal tai chi, which may involve but are not limited to the following ("**Activities**"):
 - 2.1. Tai chi poses, body weight and strength exercises, balance, flexibility training and stretching, breathing, meditation, creative movement and other physical tasks.
 - 2.2. Since you will be participating in online classes made available for streaming, I need you to acknowledge that you are responsible for the safe facilitation of the Activities, as your participation will take place outside of a studio and without in-person supervision.
3. **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
 - 3.1. Injuries include but are not limited to things like muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness and fainting.
 - 3.2. The risks are heightened for anyone suffering from any pre-existing injuries, such as back, knee pain or any type of medical or health history that may be affected by physical exercise.
 - 3.3. There are additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
 - 3.4. There may be other reasonable risks posed for Activities performed outdoors, such as tripping or collision with human or natural elements, sun exposure and risk of dehydration, insects, exposure to infections, diseases, COVID-19, pollutants as well as other environmental factors. You understand and agree that is your responsibility to ensure a safe space and environment to perform the Activities.
4. **Affirmation of Health.** By participating in any Activities with The Art of Tai Chi, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to practice advanced level tai chi. You further affirm that you are responsible for your physical and mental wellbeing, making sure to listen to your body, be aware of its limitations and stopping whenever you experience pain during the Activities as well as making your own appropriate adjustments. If you have any pre-existing medical conditions (e.g. asthma, diabetes, heart disease), physical injuries, weakness, are pregnant or post-natal, you should consult with your doctor first before engaging in the Activities.



5. **Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with The Art of Tai Chi. Your signature below, electronic signature or clicking 'I Agree', and your participation in the classes at The Art of Tai Chi illustrates your voluntary engagement and assumption of the risks of the Activities.

6. **Release, Waiver and Indemnity.** You hereby release THE ART OF TAI CHI, LLC, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the **"Released Parties"**) from any liability and damages arising from death or personal injuries, however caused including as a result of The Art of Tai Chi's negligence, during your participation in the Activities at The Art of Tai Chi. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.

7. **Media Release.** I think you're awesome and want to show you off! By being a student with me, you agree to grant me the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you during the online classes or that you share with me online (via your own or others posting of you) as part of my online streaming, marketing and sales throughout the world and in perpetuity. You also release me from all claims you may have relating to such use. Please let me know If you ever want me to stop using an image of you.

8. **Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing classes, sessions and/or workshops whether in person, online, or via video conferencing tool.

9. **General Legal Provisions. Jurisdiction.** This Waiver will be governed exclusively by the laws of the State of New Jersey. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** I agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name _____

Signature _____ Date _____

Signature of parent or guardian if the participant is a minor _____

Thank you for communicating honestly with us. I look forward to enjoying tai chi together!