



## Tai Chi Liability Waiver Sample Document

We hope you find this sample liability waiver helpful as you build your Tai Chi business. We highly recommend having any student who practices sign a written waiver before accessing your offerings and you should also carry general liability insurance and professional liability insurance (errors and omissions) to cover all your bases as liability waivers may reduce but do not eliminate risk.

A few disclaimers from us:

- This sample document is intended for tai chi teachers only and does not take into account the particular risks that may be faced by other tai chi professionals, such as tai chi studio owners, retreat leads, or health coaches.
- This sample document has not been specially crafted with your business in particular or the law of your state in mind. Thus, your unique situation may require different provisions than those contained in this form.
- **This sample document is an educational tool. It is not a substitute for legal advice specific to your situation and we always recommend having it reviewed by a lawyer in your state before using it in your business.**

**Your Business Name**

Release and Waiver of Liability

Student Name (please print legibly): \_\_\_\_\_

Student email address: \_\_\_\_\_

I, \_\_\_\_\_, hereby agree to the following:

1. Voluntary Participation

I am participating in tai chi classes (the "Activities") offered by \_\_\_\_\_ (the "Teacher"). I understand that during these Activities, the Teacher will use discretion to provide me with instruction and direction to support my tai chi practice, and may provide instructions and suggestions related to physical movements, breathwork, and meditation.

I agree that my participation in the Activities suggested by the Teacher is at all times voluntary, and that I am solely responsible for my own health and well-being.

2. Responsibility to Modify

While the Teacher may offer modifications to make the Activities more accessible, I accept sole responsibility for listening to my body and will stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury or medical condition.

If I am participating in the Activities through group classes, I understand that the Teacher is not responsible for monitoring my practice in particular and that not every suggestion made by the Teacher will be appropriate for my practice. I agree to honor my own practice and modify the practice to suit my needs.

If I am participating in the Activities through private classes, and the Teacher has agreed to provide me with individualized tai chi instruction, I warrant that I have communicated or will communicate all relevant health information to enable the Teacher to provide one-on-one instruction, including any injuries, pain/discomfort, daily physical activities, medical treatment, pregnancy, and other conditions that may be relevant to my participation.

3. Acknowledgment of Risks

I understand that all physical movement involves inherent risks. By participating in the Activities, I may suffer injuries resulting from tripping and falling, overstretching, misuse of a prop, strenuous physical exertion, or moving my body beyond my physical limitations. I acknowledge that my participation may also cause or aggravate a physical injury or condition or otherwise result in more serious injuries, including but not limited to dizziness or fainting, cardiovascular incidents, fainting, broken bones, and injury to sensitive areas such as the back and neck.

Though tai chi is typically a gentle practice, some movements may be contraindicated for certain condition and the Activities may not be recommended for all practitioners. I accept responsibility for conducting my own research to understand how to practice safely and will monitor my own practice accordingly.

If I am participating in in-person classes, I acknowledge that all social interaction, including any in-person tai chi classes, increases the risk of COVID-19 transmission.

I am fully aware of and have considered all of the risks and hazards involved.

#### 4. Disclaimer and Responsibility to Consult with a Physician

I agree that it is my responsibility to consult with a physician prior to participating in any physical fitness activity, including tai chi. I represent and warrant that I have no medical condition that would prevent my participation in the Activities. I further understand and agree that the Teacher is not a therapist, doctor, or other licensed professional, and that the Activities are not a substitute for professional medical or mental health diagnosis, treatment, or care.

#### 5. Assumption of Risk and Liability Waiver

In consideration for my ability to participate in the Activities, I agree to assume full responsibility for any and all risks, injuries or damages, known or unknown, which I might incur as a result of my participation, including those which may result from the negligence of the Teacher. I knowingly, voluntarily, and expressly exempt and release the Teacher and the Teacher's representatives from any claim, demand, action, or cause of action whatsoever arising out of any damage, loss, or injury to me or my property while participating in any of the Activities.

**I agree to hold the Teacher harmless and for any loss, cost, or liability, including reasonable attorney fees, incurred in defending any claim made by me or anyone making a claim on my behalf, even those alleged to result from the negligence of the Teacher or anyone else.**

#### 6. Model Release

I understand that the Teacher from time to time may photograph, video, or otherwise record the Activities for marketing purposes or for selling pre-recorded classes in which I was a participant. These images may include me or (if I am participating by video with other people in the frame) minor children for whom I am legally responsible. I consent to such photography or recording and I grant the Teacher the right to use my likeness for any purpose, including advertising and commerce, without restriction and without compensation. I waive any right to approve the images, their use, or any text that may appear in connection with the images.

This release is binding on me and my heirs and assigns.

#### 7. Severability, Governing Law, and Venue

If any provision of this agreement is held invalid, illegal or unenforceable, it shall not affect the enforceability of any other provision of this agreement.

This agreement is governed and construed in accordance with the laws of the State of **YOUR STATE** (without regard to its conflict of law provisions). Any legal action with respect to this agreement must be brought in the courts located in **YOUR COUNTY, YOUR STATE** or the US District Court for the District of **YOUR STATE**.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Signature of participant or legal guardian:

Date:

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