

# LIABILITY WAIVER & RELEASE AGREEMENT

This Master Liability Waiver is entered into between Jasher Kuehn, a sole proprietor, and Brooke Johnson, a sole proprietor, and the undersigned participant or parent/guardian if the Participant is a minor.

This Agreement applies to all present and future activities, services, lessons, travel, and events.

## 1. SCOPE OF COVERED ACTIVITIES

This Waiver covers ALL activities provided by the Instructor, including:

- Private lessons
- Group classes
- Coaching at competitions
- Travel to/from events
- Partnering, lifts, tricks, spins
- Online/virtual instruction
- Workshops and intensives
- Rehearsals, performances, showcases
- Filming, photography, content creation
- Activities at any studio, hotel, event venue, or rented space

## 2. ASSUMPTION OF RISK

Participant acknowledges and agrees:

- Dance, movement training, physical exercise, and travel carry inherent risks.
- These risks include slips, falls, collisions, sprains, strains, joint injuries, overexertion, dehydration, partnering injuries, environmental hazards, and risks associated with travel.
- The participant is voluntarily choosing to engage in these activities.
- The participant is aware of and assumes full responsibility for all risks, whether known or unknown, foreseeable or unforeseeable.

Participant Initials: \_\_\_\_\_

### 3. RELEASE OF LIABILITY

Participant waives, releases, and discharges the Instructor from any and all claims, demands, damages, causes of action, or liability, including those arising from:

- Ordinary negligence by the Instructor
- Actions of other participants
- Conditions of premises not owned or controlled by Instructor
- Facility, hotel, venue, or travel hazards
- Emotional stress or psychological injury
- Lost, stolen, or damaged property
- Accidents occurring during lessons, practice, competition, or travel

### 4. MEDICAL AUTHORIZATION

Participant/Parent authorizes the Instructor to:

- Provide reasonable first aid
- Contact emergency medical services
- Make emergency decisions if Parent cannot be reached
- Share relevant health information with first responders

Participant/Parent agrees to be responsible for all medical expenses.

### 5. MINOR PARTICIPATION

If the Participant is a minor:

- Parent/Guardian acknowledges they are signing on behalf of the minor.
- Parent/Guardian understands Arizona allows parental waivers for ordinary negligence.
- Parent/Guardian agrees to indemnify and hold harmless the Instructor from:
  - Claims brought by the minor
  - Claims brought on behalf of the minor
  - Claims brought by other family members related to the minor's injury
- Parent/Guardian understands that the provider is NOT a babysitter or guardian
- Parent/Guardian understands that supervision outside instruction time is not provided
- Parent/Guardian agrees to supervise their minor child during travel
- Parent/Guardian accepts full responsibility for behavior, safety, and financial obligations

Parent Initials: \_\_\_\_\_

## 6. BEHAVIOR EXPECTATIONS

Participant agrees to:

- Follow all instructions
- Use safe judgment
- Maintain appropriate hygiene and attire
- Treat all persons respectfully
- Avoid behavior that endangers themselves or others
- Refrain from drugs, alcohol, vaping, or inappropriate conduct at lessons/events

Instructor may remove Participant for policy violations without refund.

## 7. TRAVEL & COMPETITION TERMS

Participant understands:

- Instructor is not responsible for:
  - Hotel supervision/Curfews
  - Meals
  - Movement of minors outside coaching hours
- Participant assumes all travel-related risks
- The Instructor is not a chaperone or guardian unless explicitly hired as such.
- Travel and lodging arrangements are the responsibility of the parent/guardian or adult participant unless arrangements are included in the participant's event agreement.
- The Instructor is not liable for injuries or incidents occurring during travel, lodging, meals, or transportation.

## 8. PHOTO & VIDEO CONSENT

Unless opted out in writing, Participant grants Instructor permission to:

- Photograph, film, or record
- Use media for marketing, instruction, or online posting
- Use Participant's name, image, and likeness without compensation

## 9. JURISDICTION & ARBITRATION

Disputes shall be resolved under Arizona law through Maricopa County, Arizona. All disputes shall be resolved through binding arbitration, not litigation.

## 10. SIGNATURES

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian (if minor): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Instructor: \_\_\_\_\_

Date: \_\_\_\_\_