PARTICIPANT WAIVER

Please print and turn in completed and signed document to instructor before first class.

Print Name: _____ **Date of Birth** _____
Email Address: _____
Phone Number: Home _____ **Cell** _____

Emergency Contact Information
Name _____ **Relationship** _____
Phone _____

PARTICIPANT WAIVER STATEMENT

All participants should be aware of:

A. Conditions in and around the exercise location and
B. All precautions are taken to instruct in the correct movements in this low impact exercise although the nature of certain activities all present certain reasonable and foreseeable risk or injury.

It is strongly suggested that you check with your physician prior to registering for class. I hereby assume the risk of all conditions or occurrences which may be encountered, and waive all claims for damages, injury or loss to my person and/or property which may be caused, by my participation in the Tai Chi & Qigong class for which I am a participant. I waive any and all specific notice of the existence of any adverse conditions or occurrences and waive all claims I may have as a result of any act or omission of the instructor(s). I hereby covenant not to sue Vicki Zhao or any of her designees, for any claim arising out of my participation or for any act, omission or condition occurring during my participation.

In completing this form, I claim, to the best of my knowledge, that I do not have a disability (medical or physical), that would preclude safe participation in this program. I will update my registration form and notify the instructor if any of my medical information should change and I will supply a physician's medical clearance form.

_____ _____
Participant's Signature *Date*

MEDICAL INFORMATION

Please indicate by a check ( ) if any of the following apply to you:

- ☐ Heart Condition, heart disease, (including rheumatic)
- ☐ Vascular disease or problems
- ☐ Neurological conditions, epilepsy, convulsive disorders
- ☐ Diabetes
- ☐ High Blood Pressure
- ☐ Other_____
- ☐ Pacemaker / Internal Defibrilator
- ☐ Arthritis
- ☐ Back problems
- ☐ Insulin dependant
- ☐ Repiratory problems including asthma, or chronic lung disease.

Note: By signing above, I acknowledge that I have received, understand and am in agreement with this document.

SERVICE AGREEMENT

VICKI'S TAI CHI & QIGONG
HOLISTIC WELLNESS & NUTRITION COUNSELING

In exchange for agreeing to work together with Vicki Zhao for Tai Chi, Qigong and Holistic Wellness and Nutrition Counseling, you agree to be bound by the following conditions.

Contractual Terms

1. Parties. This Agreement is made between Vicki Zhao ("**I**", "**Me**", and "**My**") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**").

2. My Commitment to You. provide authentic teaching on Tai Chi and Qigong certified by ATCQA, counseling on Holistic Wellness and Nutrition, certified by AFPA (the "**Services**")

3. What I Expect of You. Just as you are investing in me, I am also investing time and energy in you. For you to gain the most from the Services, here is what I expect of you:
3.1. Be on time. Arrive at each session on time.
3.2. Be respectful**.** You are responsible for your own physical, mental, and emotional well-being and actions during the Services. Respect the teacher and all her work.

4. Term + Termination. The term of this Agreement will begin on the date of execution by both parties.
4.1. The Agreement may be terminated by either party at any time by providing written notice to the other party (email or text). However, if you terminate the Agreement before the Services are completed, you will be obligated to make all the remaining payments.
4.2. Vicki Zhao reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with Vicki Zhao.

5. Payment. Payment should be received before each session if you pay for individual session. Pay-in-full will receive discounts.

6. Cancellations, Refunds and Rescheduling.
6.1. All sales are final and there are no refunds.
6.2. Rescheduling or cancellation requests are only accommodated if you **provide at least 24 hours advance notice before the start of the class.**
6.2.1. If you cancel a class with less than 24 hours advance notice, you will be automatically charged an additional $5 fee and the class will be forfeited.
6.2.2. If you fail to show up to a class, you will be automatically charged an additional $10 fee and the class will be forfeited.
6.2.3. Classes may be rescheduled according to availability and within the timeframe set out for the Services specified in Schedule "A" Services.
6.3. Classes and passes cannot be shared, frozen or extended.

7. No Guarantees. I provide the services with my expertise and offer support for your growth and improvement, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from our Services.

8. Ownership of Materials. All the content that is provided, including but not limited to videos, documents, and PDFs, are for your use only and are not to be used for any profit.

9. Media Release. You understand that I may use photos, audio, or video of you as a means to document, share and promote our services. Please let me know if you do not want me to share any media of you.

10. General Indemnity. You hereby fully indemnify Vicki Zhao and any of her members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Indemnified Parties**") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in providing the Services, provided that where Vicki Zhao has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

11. Jurisdiction. This Agreement will be governed exclusively by the laws of the State of Texas.

12. Severability. If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. Provisions 8, 9 and 10 will survive the termination of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements.

14. Waiver of Breach. The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you.

15. Notice. For this Agreement, e-mail or text will suffice for written notice when required as set out above.

16. Headings. The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

17. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

18. Online Agreement. We 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 if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

I Agree with The Service Agreement Above

Your Name (Print)

Signature

Date