



Gaskin Tutoring Services

gaskintutor.com

GASKIN TUTORING SERVICES WAIVER AGREEMENT

Why You're Reading This Document

The purpose of this release and waiver (the "**Waiver**") is to openly communicate the risks of working with a tutor, either in person or online, and have you release Jenn Gaskin, John Gaskin or Gaskin Tutoring Services of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any classes. If you are under the Age of Majority in California (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 Jenn Gaskin, John Gaskin, and Gaskin Tutoring services LLC, a Limited Liability Company registered in the State of California, as "**Jenn Gaskin**", "**John Gaskin**", "**Gaskin Tutoring Services**", "**GTS**", "**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 may participate, in person or online, in tutoring, office hours, classes, sessions, programs, workshops, retreats and more with Jenn Gaskin, John Gaskin, or another tutor from Gaskin Tutoring Services. We offer various levels of informed tutoring and more, which may involve but are not limited to the following ("**Activities**"):
 - 1.** Working one-on-one or in groups with Jenn Gaskin or John Gaskin or any employee or contractor working for Gaskin Tutoring Services.
 - 2.** The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of GTS facilities, including outdoors. We need you to acknowledge that you are responsible for the safe facilitation of the Activities happening outside of our facilities.
- 3. Equipment.** In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: pencils, calculators, compasses, rulers, paper (the "**Equipment**"). Please do not use any equipment not instructed by Jenn Gaskin or John Gaskin or another tutor from GTS.
- 4. Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in illness, serious harm and physical or psychological injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
 - 1.** Injuries include but are not limited to things like illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Program, including traveling to and from an event related to this Program.
 - 2.** Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.
 - 3.** Additional risks of Activities for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.
 - 5.** 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.
- 5. Affirmation of Health.** By participating in any Activities with Gaskin Tutoring Services, you affirm that you have sought medical advice regarding your fitness. 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. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.

6. COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to join or participate in the Activities and you should consult with your doctor. You agree to update us regarding your health or risk factor and to comply with all measures and policies implemented by Gaskin Tutoring Services and applicable public health guidelines (federal, state/provincial, local, CDC and others) as updated, including but not limited to wearing masks, personal hygiene and social distancing, and allowing your temperature to be checked before arriving on the premises or relevant practice space. We are all in this together and it is important to follow guidelines, act responsibly and with care towards one another in order to ensure everyone's safety!

1. Consent to Cooperate with Contact Tracing. You understand and agree that GTS may disclose your personal information to the relevant authorities as required by law and policies related to the containment of COVID-19 through contact tracing or for other lawful purposes.

7. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with Gaskin Tutoring Services n. Your signature below, electronic signature or clicking 'I Agree', and your participation in the classes with Gaskin Tutoring Services illustrates your voluntary engagement and assumption of the risks of the Activities.

8. Release, Waiver and Indemnity. You hereby release, hold harmless, indemnify and waive any claims against Jenn Gaskin, John Gaskin and Gaskin Tutoring services 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, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of the negligence of Jenn Gaskin, John Gaskin, or any other tutor working for Gaskin Tutoring Services, during your participation in the Activities with Jenn Gaskin, John Gaskin, or Gaskin Tutoring Services. 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.

9. Media Release. By being a student with Jenn Gaskin, John Gaskin, or any other tutor working for Gaskin Tutoring Services, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you on the premises or participating in the Activities or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.

10. 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.

11. Valuables. You agree that we are not responsible for the loss or damage of any personal property you bring or leave with Jenn Gaskin, John Gaskin, or any tutor working for Gaskin Tutoring Services.

12. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of California. **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.** 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 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 _____