

参与者免责声明、责任免除与同意书（含舞蹈项目不承保声明）

活动：在Family and Child Education & Support (“FACES/育才之家”)] 场地开展之舞蹈课程
(含排练/工作坊/汇演)

日期：2025年9月起之后所有的活动

地点：2375 S Hacienda Blvd., Hacienda Hts, CA 91745

【显著不承保告知（请务必阅读并签名缩写）】

FACES 并非在本场地参与舞蹈活动之任何人员的“保险人”。

FACES 不为舞蹈课程、排练或演出提供任何“意外险、医疗险或责任险”之保障；无论该活动由 FACES 人员或独立教练主导，一概不承保。

参与或进入即表示您同意：对因舞蹈活动而发生的伤害、损失或损害，FACES概不负责。

学员/家长在此签名缩写确认“舞蹈课程不承保”：_____

一、当事人及范围

本人（若为未成年人，则其父母/监护人）申请参加在 **[FACES]** 场地开展之舞蹈相关活动（“本活动”），包括课程、排练、试训、演出及相应场地/设备使用。

二、固有风险之知悉与自担（舞蹈/体能活动）

本人明白舞蹈属体能活动，存在**固有风险**，包括但不限于滑倒、摔伤、扭拉伤、肌腱/韧带损伤、与地面/扶把/他人接触造成之伤害等；本人**自愿承担**上述固有风险。¹

三、责任免除与不承保重申

在加州法律允许之最大范围内，本人**同意免除并放弃**对 **[FACES]**、其董事/管理人员/雇员/志愿者及授课教练/机构（合称“被免方”）之**一般过失**索赔，与本活动或场地状况有关之请求。

本人并确认：**FACES 不提供任何针对舞蹈活动的保险**（含但不限于意外、医疗、责任保险），本人/本人之未成年子女如需保险，应自行投保。

四、赔偿与使免受损害

在法律允许范围内，本人同意就因本人/本人之未成年子女之行为或违反规则所致的第三方请求，**为被免方进行抗辩、赔偿并使其免受损害**。

五、健康声明与安全遵守

本人声明身体条件适合参加舞蹈活动，并将告知教练相关健康信息；本人承诺遵守安全指示并穿着合适服装/鞋具。

六、紧急医疗授权

在紧急情况下，若监护人无法及时联系，本人同意 **[FACES/教练]** 按需要为本人/未成年子女寻求**紧急医疗/牙科救助**；父母/监护人得将该同意授权予现场负责成年人，本条即为该等授权。依法，**善意施救**之人员享有相应免责。

七、传染性疾病风险

本人理解线下活动可能存在传染性疾病（如 COVID-19/流感）之暴露风险；本人将于有症状时**不参加**活动。

八、未成年人保护与合规

[FACES] 遵守加州未成年人保护要求，包括背景审查（Live Scan）、强制报告人培训/书面政策与监督规则等。参加者及家长应遵守现场规定（如签到、避免一对一密闭环境、可视性要求等）。

九、影像/照片授权（可选）

☐ **同意**。本人授权 **[FACES/教练]** 在合理教育/推广范围内使用本人/未成年子女之姓名、肖像、声音（网站、海报、社交媒体等），不另行支付报酬；使用将遵守加州肖像权/姓名权法律。

☐ **不同意公开使用**。仅可为安全/教学复盘与内部留档录制，不作公开传播。

十、适用法律、管辖地与电子签名

本协议受加州法律管辖，争议由加州洛杉矶法院管辖。电子签名与电子记录具同等法律效力。

十一、可分割性与完整协议

若任何条款被认定无效，其余条款仍有效。本协议构成双方就本活动之完整合意并取代先前陈述。

参与者/监护人签署栏

参与者姓名：_____ 出生日期（未成年）：____/____/____

父母/监护人（未成年则必填）：_____ 关系：_____

电话：_____ 电子邮箱：_____ 日期：____/____/____

签名：

参与者（年满18岁）：_____ 日期：____/____/____

父母/监护人（未成年）：_____ 日期：____/____/____

紧急联系人（不在场）：_____ 电话：_____

过敏/医疗注意事项：_____

PARTICIPANT WAIVER, RELEASE OF LIABILITY & CONSENT

(with Dance Program Non-Coverage Notice)

Activity: Dance classes (including rehearsals/workshops/performances) conducted by Yan Bi at Family and Child Education & Support ("FACES")]

Dates: Starting from September 2025

Location: 2375 S Hacienda Blvd., Hacienda Hts, CA 91745

Conspicuous NON-COVERAGE NOTICE (Please read and initial)

FACES is not the insurer of any person participating in dance activities on its premises.

FACES provides no accident, medical, or liability insurance for dance classes, rehearsals, or performances, whether led by FACES personnel or by independent instructors—no coverage is provided.

By entering or participating, you agree that for injury, loss, or damage arising from dance activities, FACES is not responsible.

Participant/Parent initials acknowledging "no coverage for dance classes": _____

1) Parties & Scope

I (or, if a minor, the undersigned parent/guardian) seek to participate in dance-related activities ("Activity") held at **[FACES]**, including classes, rehearsals, try-outs, performances, and related use of premises/equipment.

2) Acknowledgment & Assumption of Inherent Risks (Dance/Physical Activity)

I understand that dance is a physical activity with **inherent risks**, including slips/trips/falls, strains/sprains, tendon/ligament or muscle injuries, and impacts with floors/barres/others. I **voluntarily assume** these inherent risks.¹

3) Release of Liability & Re-affirmed Non-Coverage

To the fullest extent permitted by California law, I **release and discharge [FACES]**, its directors, officers, employees, and volunteers, and the **Instructor/Company** (together, the "Released Parties") from **claims arising from ordinary negligence** relating to the Activity or the condition of the premises.

I further acknowledge that **FACES does not provide insurance** (accident, medical, or liability) **for dance activities**; if I desire such coverage for myself/my minor, I will obtain it independently.

4) Indemnification / Hold Harmless

To the extent allowed by law, I agree to **defend, indemnify, and hold harmless** the Released Parties from claims, demands, damages, or suits arising from my (or my minor's) acts or failure to follow rules.

5) Fitness & Safety Compliance

I represent that I (or my minor) am physically able to participate and will disclose relevant health conditions. I will follow all safety instructions and wear appropriate attire/footwear.

6) Emergency Medical Authorization

If emergency care is required and a parent/guardian cannot be reached, I **authorize [FACES/Instructor]** to obtain emergency medical/dental treatment as deemed necessary. A parent/guardian may delegate such consent to an adult into whose care the minor is entrusted; this section serves as that authorization.⁴ Good-faith emergency assistance is afforded statutory protections.⁵

7) Communicable Diseases

I understand that in-person participation may involve exposure to infectious illnesses (e.g., COVID-19, influenza); I assume ordinary risks of such exposure and will refrain from attending when symptomatic.

8) Youth Protection & Compliance

[FACES] endeavors to comply with California requirements for organizations serving minors, including **AB 506** policies/training, **background checks (Live Scan)** for covered roles, mandated-reporter rules, and supervision/visibility protocols.⁶⁷⁸ Participants and parents agree to follow site rules (check-in, **no one-on-one behind closed doors**, visibility, etc.).

9) Photo/Video & Publicity (Optional – check one)

☐ **Consent given.** I grant **[FACES/Instructor]** a non-exclusive license to record and use my/my minor's name, image, voice, and likeness for reasonable educational and promotional purposes of the program and **[FACES]** (e.g., website, flyers, social media), without compensation, consistent with California right-of-publicity laws.⁹

☐ **No publicity use.** Recording allowed only for safety/educational review and internal documentation; no public use.

10) California Law; Venue; Electronic Signatures

This Agreement is governed by **California law**. Exclusive venue lies in the courts of **[County, California]**. **Electronic signatures and records** are valid and enforceable.¹⁰

11) Severability & Entire Agreement

If any provision is unenforceable, the remainder remains in effect. This Agreement is the entire agreement regarding the Activity and supersedes prior statements.

Signatures

Participant Name: _____ **DOB (if minor):** //____

Parent/Guardian (if minor): _____ **Relationship:** _____

Phone: _____ **Email:** _____ **Date:** //____

Signatures:

Participant (18+): _____ Date: //____

Parent/Guardian (for minor): _____ Date: //____

Emergency Contact (not attending): _____ **Phone:** _____

Medical Notes/Allergies/Restrictions: _____

附录A（教师/教练专用，须单独签收并与本表同存档）

赔偿义务。 在加州法律允许范围内，教练应就因其课程/人员/学员引发之请求/损失，对 **FACES** 及其管理人员/雇员/志愿者承担**抗辩、赔偿并使其免受损害**之义务。

场地规则与未保人保护。 教练须遵守 **[FACES]** 场地安全规则与加州未成年人保护要求（如 **AB 506** 政策/培训与必要背景审查），并确保充分的监督与可视性。

教练/机构名称：_____ 负责人：_____

签名：_____ 日期：//____

法律注释（脚注）

1. **体育/娱乐活动之“固有风险—主要风险自担”原则：**参与者对活动固有风险自担，经营者之义务为不扩大固有风险（**Knight v. Jewett**, 3 Cal.4th 296 (1992)）。
2. **不得预先免除故意侵害或欺诈等责任：**加州民法典 §1668。
3. **可免除一般过失，但不得免除重大过失：**City of Santa Barbara v. Superior Court, 41 Cal.4th 747 (2007)；另见 加州民法典 §1714（一般过失）。
4. **父母可授权第三人同意未成年子女接受医疗：**加州家庭法典 §6910（并参 §§6920–6930）。
5. **善意紧急救护免责：**加州卫生与安全法典 §1799.102。
6. **AB 506（青少年服务机构）：**要求未保保护培训、书面政策与背景审查，见 加州商职法典 §18975。
7. **背景审查（Live Scan/DOJ/FBI）：**加州刑法典 §11105.3。
8. **儿童虐待与忽视报告法（CANRA）：**加州刑法典 §§11164–11174.3（强制报告人）。
9. **姓名/肖像/声音之公开使用（肖像权）：**加州民法典 §3344。
10. **电子签名与电子记录效力：**加州《统一电子交易法》民法典 §1633.7。

使用与提示

- 用你们的信息替换 **[方括号]** 字段；保持本页“**不承保告知**”之**加粗/置顶/需缩写的显著性**。
- 若需**家长在志愿课程期间必须在场等“场地规则”**，可在第八条后加一款或另附《场地规则》。
- 若选择**仲裁**而非诉讼，请另行添加**明确且公平的仲裁条款**并提供**退选期**。
- **保存签署记录**（纸本或电子，UETA 认可）。
- 本模板为**通用参考**，建议让本县（或承保公司）指定的**律师/经纪人快速复核**并确认与保单一致。
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Appendix A — For Teacher/Instructor (to be executed separately and filed with this form)

Indemnity. To the fullest extent allowed by California law, Instructor shall **defend, indemnify, and hold harmless** **FACES** and its officers, employees, and volunteers from **claims arising from** Instructor's classes, staff, or participants.

Facility Rules & Youth Protection. Instructor will comply with site rules and California youth-protection requirements (e.g., **AB 506** policies/training and applicable background checks), ensuring appropriate supervision and visibility.

Instructor/Company: _____ Authorized Signer: _____

Signature: _____ Date: //____

Footnotes (Legal References)

1. **Primary assumption of risk** for sports/recreation; operator's duty is not to increase risks beyond the activity's inherent nature. *Knight v. Jewett*, 3 Cal.4th 296 (1992).
2. Contracts cannot exempt a party from **willful injury or fraud**; such clauses are void as against public policy. **Cal. Civ. Code § 1668**.
3. Waivers may release **ordinary negligence** but **not gross negligence**. *City of Santa Barbara v. Superior Court*, 41 Cal.4th 747 (2007); see also **Cal. Civ. Code § 1714** (general negligence duty).
4. **Parental delegation** of medical consent to an adult into whose care the minor is entrusted: **Cal. Family Code § 6910** (see also §§ 6920–6930).
5. **Good-Samaritan statute**: immunity for good-faith emergency care. **Cal. Health & Safety Code § 1799.102**.
6. **AB 506 / Youth Service Organizations** requirements (policies, training, background checks). **Bus. & Prof. Code § 18975**.
7. **Background checks** for covered positions supervising minors (Live Scan; DOJ/FBI). **Cal. Penal Code § 11105.3**.
8. **CANRA** (Child Abuse and Neglect Reporting Act): mandated-reporter duties. **Cal. Penal Code §§ 11164–11174.3**.
9. **Right of publicity** (name/voice/photograph/likeness). **Cal. Civ. Code § 3344**.
10. **UETA** (Uniform Electronic Transactions Act): e-signatures/records valid and enforceable. **Cal. Civ. Code § 1633.7**.