XXPRESSIONS LLC

# ACADEMIC INTERVENTION, COACHING & TRANSPORTATION WAIVER AND RELEASE

California Compliant – Effective as of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Waiver and Release Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”) or, if the Participant is a minor, by their parent or legal guardian (“Guardian”), in consideration for academic support, coaching, tutoring, executive function services, and any transportation or driving support (“Services”) provided by XXPRESSIONS LLC, a California Limited Liability Company (“the LLC”).

## 1. ASSUMPTION OF RISK

I understand that participation in academic and executive function coaching may involve inherent risks. These risks may include, but are not limited to, psychological fatigue, academic stress, emotional discomfort, cognitive overload, movement-related discomfort during brain breaks, and in rare cases, injury or property loss. If driving or transportation support is provided by the LLC or its agents, I acknowledge that automobile transportation also involves risk of accident, injury, or loss.

I voluntarily assume full responsibility for these risks on behalf of myself or my minor child and acknowledge that participation is entirely voluntary.

## 2. RELEASE AND WAIVER OF LIABILITY

To the maximum extent permitted by California law, I hereby release and hold harmless XXPRESSIONS LLC, including its owners, employees, contractors, affiliates, volunteers, successors, and assigns (“Released Parties”) from any and all claims, liabilities, demands, or causes of action, known or unknown, arising from participation in the Services.

This includes but is not limited to:
- Personal injury, property damage, illness (including COVID-19), or transportation-related incidents
- Emotional or academic distress resulting from coaching or tutoring
- Technical failures during virtual sessions
- Incidents arising during drop-off, pick-up, or while driving with LLC staff

This release applies whether Services are delivered in-person, online, at the client’s home, in a public space, or during transportation to or from an LLC-related activity.

## 3. DRIVING & TRANSPORTATION ACKNOWLEDGMENT

If the LLC, its staff, or its agents provide transportation:
- I understand this is done as a courtesy and not as part of a commercial driving service.
- I acknowledge that drivers may not be licensed commercial operators but will possess valid California driver’s licenses and liability insurance.
- I release the LLC from liability related to vehicular accidents, delays, injuries, or damage occurring during transportation.

## 4. MEDIA RELEASE AND USE OF LIKENESS

I grant the LLC permission to photograph, film, or record myself and/or my child during participation in the Services. I understand and agree that such media may be used for educational, training, or promotional purposes in print, digital, or social media formats.

I waive any right to compensation, royalties, or notification regarding the use of such materials.

☐ Check here if you would like to request restrictions on this release: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 5. CONFIDENTIALITY, DEFAMATION & NON-DISPARAGEMENT

I agree that I (and my child, if applicable) will not:
- Make defamatory, false, or misleading statements about the LLC, its programs, or staff.
- Publicly criticize the methods, curriculum, or any affiliate of the LLC, including via online reviews, blogs, or social media.
- Share or disclose proprietary academic materials, intervention strategies, or internal documentation without written consent.

Violation of this provision may result in legal action for reputational or financial harm.

## 6. GOVERNING LAW, DISPUTE RESOLUTION & SEVERABILITY

This Agreement shall be governed and interpreted in accordance with the laws of the State of California. If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full effect.

Any legal claims or disputes shall be resolved through arbitration or mediation before litigation, to the extent allowed by law.

## 7. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements related to the Services. No oral modification shall be valid unless made in writing and signed by both parties.

## SIGNATURE & ACKNOWLEDGMENT

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

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐ Check here if transportation by LLC staff may be used.

If Participant is under 18 years of age:

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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