FOR TAROT PROFESSIONALS – PREMISES LIABILITY WAIVER (TEMPLATES)

**Release and Waiver of Liability Agreement**

(also known as an Exculpatory Agreement)

FOR CLIENTS VISITING YOUR HOME

U.S. laws on business invitees to your home could mean you find yourself liable for an injury a client sustains while visiting your home for a reading. Before inviting a client over to your home for a scheduled reading, please send over a prepared waiver. To explain the document, consider the below sample cover letter or correspondence to send with the prepared waiver form. Again, not all U.S. jurisdictions will enforce an exculpatory agreement. Make sure your jurisdiction does before attempting to execute one.

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| --- |
| SAMPLE COVER NOTE TO CLIENT  Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:  The enclosed Release and Waiver is required for my business insurance purposes for any readings done out of my home. While I do what I can to ensure that my home is a clean, safe, and welcoming environment, I cannot always anticipate the sensitivities of my clients. Thus, a Release and Waiver protects me from premise liability claims.  Please review the enclosure, and (1) sign, scan, and send back to me, or (2) reply to this e-mail message with “I AGREE TO THE TERMS OF THE PREVIOUSLY ATTACHED RELEASE AND WAIVER OF LIABILITY AND INTEND THIS REPLY TO BE MY SIGNATURE AND LEGALLY BINDING CONSENT,” or (3) print it out, sign it, and present it to me at the time of our reading. However, please note that with regard to (3), I am unable to commence our scheduled reading without a completed and signed Waiver.  Thank you for your understanding.  Sincerely,  YOUR NAME  Enclosure |

|  |  |
| --- | --- |
| Today’s Date: |  |

FOR INSURANCE PURPOSES

**RELEASE AND WAIVER OF LIABILITY**

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| --- | --- | --- |
| I, |  | , agree to the following terms of understanding: |
|  | PLEASE PRINT NAME CLEARLY |  |

1. I am a fully competent adult, 18 years or older, and voluntarily enter by my own free will the following premises (“Premises”):

|  |
| --- |
| INSERT YOUR HOME ADDRESS |
| PLEASE PRINT SITE ADDRESS |

1. I release, waive, discharge, and covenant not to sue INSERT YOUR BUSINESS NAME or any of its subsidiaries or parent companies, shareholders, directors, officers, executives, representatives, affiliates, proprietors, or agents (“Business”) from all liability to myself, my representatives, assigns, heirs, next of kin, or representatives for any loss or damage to body, mind (i.e., alleged emotional or psychological), or property, whether in contract or in tort, that I may now have or in the future have against Business, that is accidental, unintentional, or not caused by Business, solely or contributorily.
2. I indemnify and hold harmless Business from any and all causes of action arising from my entering onto Premises, such as but not limited to trip and fall claims, personal injury of any nature, including but not limited to alleged harms sustained by environmental factors, the premises itself, pain and suffering, emotional or psychological harms, and/or claims of loss or damage to my personal property or belongings while I’m at Premises, handicap accessibility claims, homeowner negligence, or strict liability actions.
3. I am fully aware and understand that by signing this legally enforceable document, I am waiving certain rights that I or my heirs, next of kin, executors, administrators, assigns, or representatives may have against Business.
4. I am responsible and assume full risk for all my activities, my person, and my property while on the aforementioned Premises.

READ AND ACKNOWLEDGED. AGREED AND ACCEPTED.

|  |  |  |  |
| --- | --- | --- | --- |
| PRINT DATE: |  | SIGNATURE: | **X** |
|  |  | PRINT NAME: |  |

FOR TAROT PROFESSIONALS – PREMISES LIABILITY WAIVER (TEMPLATES)

**Release and Waiver of Liability Agreement**

(also known as an Exculpatory Agreement)

FOR READING AT SOMEONE ELSE’S SHOP

In some instances, an independent shop owner may be interested in permitting you to do professional tarot readings from a corner of his or her shop, but premise liability and insurance policy or coverage issues bar that shop owner from letting you.

Present a sample Release and Waiver (or Exculpatory Agreement) to the shop owner. Propose that you will make sure all of your tarot reading clients sign one before proceeding with a reading and that a file of all signed waivers will be kept at the shop. Thus, assuming you are in a U.S. jurisdiction that recognizes exculpatory agreements, then these signed waivers might be enough to assuage that shop owner’s concerns and therefore let you use shop space for your reading services.

|  |  |
| --- | --- |
| Today’s Date: |  |

FOR INSURANCE PURPOSES

**RELEASE AND WAIVER OF LIABILITY**

|  |  |  |
| --- | --- | --- |
| I, |  | , agree to the following terms of understanding: |
|  | PLEASE PRINT NAME CLEARLY |  |

1. I am a fully competent adult, 18 years or older, and voluntarily enter by my own free will the following premises (“Premises”):

|  |
| --- |
| INSERT THE SHOP NAME & ADDRESS |
| PLEASE PRINT SITE ADDRESS |

1. I release, waive, discharge, and covenant not to sue INSERT YOUR BUSINESS NAME, AND THE SHOP OWNER’S BUSINESS NAME or any of its subsidiaries or parent companies, shareholders, directors, officers, executives, representatives, affiliates, proprietors, or agents (collectively “Business”) from all liability to myself, my representatives, assigns, heirs, next of kin, or representatives for any loss or damage to body, mind (i.e., alleged emotional or psychological), or property, whether in contract or in tort, that I may now have or in the future have against Business, that is accidental, unintentional, or not caused by Business, solely or contributorily.
2. I indemnify and hold harmless Business from any and all causes of action arising from my entering onto Premises, such as but not limited to trip and fall claims, personal injury of any nature, including but not limited to alleged harms sustained by environmental factors, the premises itself, pain and suffering, emotional or psychological harms, and/or claims of loss or damage to my personal property or belongings while I’m at Premises, handicap accessibility claims, homeowner negligence, or strict liability actions.
3. I am fully aware and understand that by signing this legally enforceable document, I am waiving certain rights that I or my heirs, next of kin, executors, administrators, assigns, or representatives may have against Business.
4. I am responsible and assume full risk for all my activities, my person, and my property while on the aforementioned Premises.

READ AND ACKNOWLEDGED. AGREED AND ACCEPTED.

|  |  |  |  |
| --- | --- | --- | --- |
| PRINT DATE: |  | SIGNATURE: | **X** |
|  |  | PRINT NAME: |  |