

**Wooster Skating Academy  
Professional Skating Instructor Agreement**

This agreement is made by and between Skater’s Advantage, LLC DBA the Wooster Skating Academy hereinafter referred to as WSA and an ice skating professional, hereinafter referred to as “Professional”.

\_\_\_\_\_  
(Professional’s Name) (Address/City/State/Zip)

\_\_\_\_\_  
(Phone) (Email)

Social Security # for 1099 purposes \_\_\_\_\_

\*Please circle whether Professional is a: Group Instructor    Group/Private Instructor

This agreement has the term of 12 months beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_,20\_\_\_\_. Unless terminated sooner by WSA and/or Professional.

**Contract Terms**

**1. Independent contractor:**

The Professional acknowledges that the Professional has been retained solely to provide the service described herein. In such capacity, the Professional shall act solely as an independent contractor, and this Agreement shall not be construed as creating any employment contract, partnership, joint venture, or other relationship or association between the Professional and the WSA. Further, Professional is entitled to make such arrangements for coaching lessons as the Professional sees fit, subject to the WSA’s policies, procedures, rules, and regulations.

**AS AN INDEPENDENT CONTRACTOR, THE PROFESSIONAL, IS NOT ENTITLED TO WORKERS’ COMPENSATION BENEFITS AND THE PROFESSIONAL IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAXES ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

**2. Insurance: [Not applicable for I-Skate ONLY instructors]**

The Professional shall procure and maintain with financially sound and reputable insurers comprehensive general liability with coverage of no less than \$1,000,000.00 and with such other terms as may be reasonably required by the WSA. The WSA shall be named as an additional insured under such liability insurance policy. Simultaneously with the execution and delivery of the Agreement, the Professional will deliver to the WSA a schedule setting forth in detail the amount and type of such insurance policy and provide a certificate of it in a form satisfactory to the WSA, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to the WSA. The WSA agrees that standard coaches’ liability insurance coverage provided through the United States Figure Skating Association or the Professional Skaters Association is acceptable coverage for the purposes of this Agreement.

### **3. PSA Membership:**

It is recommended that the Professional, with the exception of I-Skate instructors, shall be a current member of the Professional Skaters' Association (PSA). All Professionals are encouraged to continue their education.

### **4. Indemnity:**

The Professional hereby indemnifies and holds harmless the WSA and its trustees, officers, employees, agents, successors, and assigns from and against any claim, action, cause of action, loss, damage, cost, expense, judgment or other liability of any kind (including without limitation reasonable attorney's fees and disbursements) of any person arising out of or in connection with, directly or indirectly, the services of the Professional under this Agreement.

### **5. Consideration:**

As a result of developing the Professional's clientele through the WSA, all billing of such clientele is to be handled through the WSA regardless of the service, location and designation of training time.

- **Clientele** refers to all skaters generated through the WSA, I-Skate and WFSC.
- **Service** refers to any skating related billable action from the Professional to the client including but not limited to instruction, music creation, testing and competition.
- **Location** refers to any rink, facility or location where services are provided for clientele.
- **Designation of training time** refers to any type of training session including but not limited to advanced training sessions, public sessions, I-Skate practice time, off-ice training, etc.

The Professional is to actively participate in WSA and Wooster Figure Skating Club (WFSC) activities, attend General Membership meetings and encourage all their skaters and skater's family to also become actively involved in the WSA and WFSC. The Professional shall attend and volunteer their time and participate in all exhibitions, shows, events, seminars hosted by WSA and the WFSC if requested. The Professional shall instruct their student skaters in the protocol and safety guidelines on ice. The Professional shall abide by the U.S. Figure Skating Coaches Code of Ethics, Standards and Conduct and dress code.

### **6. Release:**

The Professional hereby acknowledges and agrees that the Professional assumes all risk of accidental injury or other claim that may arise from the Professional's services hereunder or as a participant in any of the WSA's programs, and on behalf of the Professional and the Professional's heirs, executors, and administrators, hereby releases, discharges, acquits and forgives the WSA its director, trustees, officers, employees, agents, successors and assigns from any and all liability for damages of every kind and nature arising out of such services and such participation.

### **7. Confidentiality:**

The Professional understands that in the course of performing the Professional's services hereunder, the Professional may obtain proprietary and other confidential information concerning WSA, its clients and their families, and its business. As a result the Professional agrees that all information the Professional receives pursuant to this Agreement or otherwise in connection with the Professional's services provided hereunder shall be treated as highly confidential and may not be disclosed to anyone other than the WSA Director and Administrator, except as required by law.

**8. Binding Nature:**

This Letter Agreement is a legally-binding contract. As such it is separable. If any provision of this Agreement is declared void or invalid by any court, all other provisions are still binding. Further, neither Party may modify or assign this Agreement without the prior written consent of the other Party. Lastly, this Agreement is governed by the laws of the State of Ohio and constitutes the entire understanding between the Parties. Consequently, any promise or condition not contained in this Agreement is not binding on the Parties.

**9. Encourage Skating:**

The Professional shall encourage every skater to participate in all disciplines in skating and to actively participate in WSA and WFSC activities.

**10. Ethics:**

The Professional shall be subject to the Professional Standards of Ethics found in the PSA code of ethics, the Official USFS Rule Book and the Constitution and By-Laws of the member Club as each is periodically amended.

**11. Rates:**

The Professional’s current rate charged to the WSA for private skating instruction is \$\_\_\_\_\_per hour; for group instruction in the I-Skate Learn-to-Skate program is \$\_\_\_\_\_per hour.

In witness whereof, the WSA and the Professional have set their hands to this Contract on

\_\_\_\_\_, 20\_\_\_\_.  
Date

Professional	Christian R. Martin President Skater’s Advantage, LLC DBA Wooster Skating Academy
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