

## SERENE YOGA STUDIO WAIVER FORM

## I, the undersigned, agree that:

- 1. I (and any children accompanying me) am participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the Activities) offered by Serene Yoga Studio and/or its owners, managers, teachers, workshop presenters, employees and independent contractors (collectively, the Studio).
- 2. I recognize that I must be inadequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physicians advice. I understand that the Studio reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.
- 3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
- 4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries, illnesses or damages, known or unknown, which I might incur as a result of participating in the Activities at the Studio, including those which may result from the negligence of the Studio.
- 5. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my children may be exposed to or infected by COVID-19 by attending the Studio and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, studio employees, teachers, and other participants. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my children (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and/or my child(ren) may experience or incur in connection with our attendance at the Studio. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Studio, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Studio program.

- 6. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any Claim (as defined below) I may have against the Studio, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a Released Party) that I may sustain as a result of participating in the Activities at the Studio even if the Claim arises from the negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else. Claim includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.
- 7. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.
- 8. I hereby understand that the Studio from time to time may photograph, video, or otherwise record classes or events occurring at its studios or during virtual events and classes, and place such photographs and videos on its Website, YouTube, Facebook and/or Instagram. I hereby consent to the use of my image that may appear in any such photograph or video.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party. **Those under 18 years of age must have this form signed by a parent or guardian.** 

Signature of Participant * I agree to use <u>electronic rec</u>	cords and signatures.	
Name (Print)	Email	Phone#
<ul> <li>Join our email list to r</li> <li>Sign up for newslette</li> </ul>	receive reminders and notifications rs and promotions	
Signature	Date	

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