



Yoga365 LLC: Waiver and Release of Liability Agreement

First Name

Birthday

Last Name

City _____

State Zip Phone# - - -

Referred By: News Story Drove by Google Other _____ Friend/Family _____

E-mail

Do you have any injuries we should know about? _____

This Waiver and Release of Liability Agreement (the "Release") is made by the undersigned Participant (hereafter "I" or "me") in consideration for being allowed to participate in yoga and related programs sponsored by **YOGA365 LLC**, a Florida limited liability company (referred to herein as "**Yoga365**").

1. I am over the age of 18 years and do not suffer from any legal disability. No other person's consent is required for this Release to be binding upon me.
2. I agree that the **Yoga365** will provide me with the opportunity to participate in yoga classes, and related health programs or workshops (the "Programs").
3. I recognize that the Programs will or may require physical exertion, which may be strenuous and may cause physical harm or injury. Before participating in such Programs, I will consult with my own health care provider(s) and determine that I am physically fit and healthy enough to participate in such Programs, without limitation. I represent that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the Premises and participate in the Programs. I acknowledge that no one can warn me of all of the dangers associated with the Programs and that I have the responsibility to investigate any activity, hazard, or thing which may be dangerous or that I do not understand.
4. I am fully aware of the risks and hazards associated with participation in the Programs. I knowingly accept those risks and hazards. My participation in the Programs is purely voluntary and I elect to participate with full knowledge of the risks of injury, illness or damage to property. I accept full responsibility for any injuries, illness or damage to property that I may sustain in the course of the Programs. The specific risks vary from one activity to another, but potential risk include, but are not limited to: scratches, cuts, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, or even death. I acknowledge and agree that I am owed no extraordinary duty of care in connection with my participation in the Programs. I have no medical conditions which would reasonably prevent me from participating in such Programs.
5. I agree that I will be solely responsible for my own safety while present on the premises where the Programs take place (the "Premises"). I will take all precautions reasonably necessary to protect others and myself from injury or harm while I am there, both while attending Programs and while present elsewhere on the Premises for any reason.
6. I will strictly comply with all rules and regulations concerning my use of or presence upon the Premises, which are communicated to me in any form, including but not limited to posted notices.
7. I hereby waive and release any and all claims of any form or kind which I have or may have against or with regard to, and covenant not to sue: (a) **Yoga365**; and (d) all owners, officers, employees, independent contractors, agents and representatives of **Yoga365**, relating or pertaining in any way to my use of or presence upon the Premises, or my participation in the Programs, without limitation, including but not limited to claims for personal injury or property damage, and all claims for damages of any kind, whether incidental, consequential, special, compensatory, remote, punitive, exemplary, liquidated or unliquidated, including expenses.
8. I agree that any and all tuition paid by me to the **Yoga365** for my participation in such Programs shall be non-refundable, except in the discretion of the **Yoga365**. However, in the event of any dispute between me and the **Yoga365**, I agree that the *maximum* amount of damages to which I might be entitled shall be the amount of tuition which I have paid for the services then in dispute or which were paid in conjunction with the services which were rendered, or which were to be rendered, to me at the time that an alleged injury or breach occurs, as applicable.
9. I further acknowledge and agree that I am personally and solely responsible for my own safety and security, and for the safety and security of my personal belongings, while present on the Premises for any reason, including the safety and security of vehicle(s) while parked on the Premises.
10. I agree that fair consideration has been given to and received by me for execution of this Release. I agree that this Release is and will be binding upon myself and my heirs, beneficiaries, administrators, executors, personal representatives, successors and assigns. I agree that I have not relied upon any promises or representation not contained in this Release. I agree that no other agreements, oral or written, shall be enforceable with regard to the subject matter of this Release. I agree that this Release, without re-execution, shall be binding upon me each time I visit the Premises and that a separate release is not required each time I visit the Premises in order to be binding upon me.
11. I agree that this Agreement is made in Clearwater, Florida and shall be construed according to Florida law.
12. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall be construed, applied and enforced without regard to the invalid or unenforceable portion.
13. I have read and understand each of the foregoing terms and I **understand that I am giving up substantial rights, including the right to sue **Yoga365**, or any of its officers, agents, servants, or employees**. I acknowledge that I am signing the agreement freely and voluntarily, and I **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

PARTICIPANT:

Date _____ Signature _____ Print _____

If Participant is under the age of 18, parent or guardian must sign below signifying agreement to the terms and conditions above.

Date _____ Signature _____ Print _____