Inner Power Yoga Liability Waiver

SECTION I: PERSONAL INFORMATION (* denotes required field)

*Name:_____

*Address: _____ *City: _____*State:_____*Zip Code: _____

*Cell Phone: _____ *E-mail: _____ *Birthday:_____

*Emergency Contact: _____*Relationship: _____*Emergency Contact Phone: _____

SECTION II: RISK ASSESSMENT (All information will remain confidential)

Are there any risk factors or medical issues staff and/or instructors should know about? Please explain.

_____

_____

_____

SECTION III: AGREEMENT

1. In consideration of participating in yoga classes therein referred to as the "**Activity**", I agree and acknowledge that I am fully aware that participation in the Activity involves risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

2. "**Claims**" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. "**Released Party**" means **Inner Power Yoga** (IPY) or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, employees or volunteer staff.

3. I agree and acknowledge that:

a) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.
b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
c) I am aware that if the Activity occurs outdoors, the streets adjourning the area of the Activity are open to regular vehicular traffic during the
d) Activity and I will obey all traffic laws and regulations.

4. I accept full responsibility for any product or equipment loaned to me as part of participation in this Activity and commit to return the same in good working order.

5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur)

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 carelessness or negligence of any Released Party or anyone else.

7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that:

a) There may be no aid stations available for the Activity.
b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

8. I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician's advice.

9. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

10. By signing this agreement, I also acknowledge and understand that this waiver and agreement holds harmless Inner Power Yoga as previously stated, including not just injury or illness which may occur while engaging in the "activity", but also injury or illness which may occur within the Inner Power yoga studio, including areas of entry, hallways, rooms or bathrooms, whether or not related to the Activity. Inner Power is not responsible for incidents that are not directly related to any fault of its staff and/or owner(s).

11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

I also understand that (**please initial);**

_____ All payments are non-refundable or transferrable for any reason, including, but not limited to vacation, illness and injury.

_____ The scheduling and content of activities may be changed on occasion.

_____ I will notify instructors immediately of any pain and/or major discomfort felt during any activity.

_____ IPY is not responsible for the loss of any personal items while engaging in the Activity.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

Signature _____ **Date** _____

I am the parent or legal guardian of _____ a minor, and on the minor's behalf, and on my own behalf, and on the behalf of all other parents or guardians of the minor, I accept the release and waiver of liability at the top of this form as inducement for allowing my child, or this minor to participate in the Yoga Classes, Health Programs, and Workshops offered by Inner Power Yoga. I represent that I have authority to give this release.

Signature of Student's Parent/Guardian _____ **Date**_____