



Being Yoga

Freedom in your body and mind

RELEASE AND INDEMNIFICATION AGREEMENT

This agreement (“Agreement”) is made this _____ day of _____, 20____, by _____, (the “Primary Participant”), an adult who hereby represents and warrants that he/she has the authority and capacity to enter into this Agreement, to release and indemnify Being Yoga, its partners, shareholders and members (and all persons and entities affiliated with such partner, shareholders and members), instructors, employees and agents (herein collectively the “Released Parties” or the “Indemnities”, as the case may be) as set forth below. The Primary Participant wishes to participate in yoga activities and exercises at Being Yoga’s yoga studio (the “Property”). The Primary Participant has or wishes to participate in yoga activities in whatever capacity applicable, including but not limited to, stretching, exercising and balancing (“Yoga Activities”).

THIS RELEASE AND INDEMNIFICATION AGREEMENT (sometimes referred to herein as the “Release”) is entered into by the undersigned in favor of the Released Parties and other persons or entities affiliated with any of the Released Parties. In consideration of my being permitted by one or more of the Released Parties to participate in Yoga Activities at the Property, I acknowledge and agree as follows:

1. **ASSUMPTION OF RISK.** I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY ARISING FROM YOGA ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO HAVE BEEN EXAMINED BY A LICENSED PHYSICIAN WITHIN THE PAST SIX (6) MONTHS WHO HAS FOUND ME TO BE IN GOOD HEALTH AND FULLY ABLE TO PERFORM ALL YOGA ACTIVITIES WHICH I AM TO LEARN AND PERFORM DURING MY ENROLLMENT WITH BEING YOGA.
2. **PERSONAL PROPERTY.** I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property, I will do so at my own risk and that none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), theft, or injury resulting from the personal property.
3. **RELEASE.** On behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in Yoga Activities, whether caused by the negligence of any of the Released Parties or otherwise.
4. **INDEMNIFICATION.** I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, lawsuits, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness, or death of myself or any person whom I bring or invite to the Property, or the damage, destruction, or loss of any of my or his/her personal property.
5. **REPRESENTATIONS AND WARRANTIES.** I represent and warrant that (a) I HAVE READ THIS RELEASE AND INDEMNIFICATION AGREEMENT CAREFULLY AND I FULLY UNDERSTAND ALL OF ITS TERMS AND PROVISIONS; (b) I am 18 years of age or older, and am legally competent to enter into this Release; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release; (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE HERETO, AND AS A WAIVER AND RELEASE OF LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS.

6. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.
7. ATTORNEY FEES. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of all costs and expenses incurred, including, without limitation, court costs, reasonable attorney fees, expert costs, and disbursements.
8. CHOICE OF LAW. This Agreement shall be governed and construed under the laws of the State of California.
9. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
10. ACKNOWLEDGEMENT. I acknowledge that Being Yoga has the right to refuse service to anyone, including me, for any reason. I also acknowledge that Being Yoga does not give refunds, exchanges, extensions or transfers on class card packages.

What would you like to get from a yoga practice? _____

Dated _____

Signature

PLEASE PRINT CLEARLY:

NAME: _____

BIRTHDAY: _____

ADDRESS: _____

E-MAIL: _____

REFERRED BY: _____

TELEPHONE : (H) _____

EMERGENCY CONTACT:

(W) _____

Name: _____

Relation: _____

Telephone: _____

In the event any person coming onto the Property for any reason is **under eighteen (18)** years of age or otherwise lacks the capacity to execute this Release and Indemnification Agreement for themselves, the undersigned hereby specifically represents that they are the parent or legal guardian of such person and has executed this Agreement on behalf of such person. The undersigned specifically represents that they are the parent or legal guardian of _____ and that this Agreement has been executed by the undersigned on behalf of _____.

Dated: _____

Signature of Parent or Guardian

PLEASE PRINT:

NAME: _____

BIRTHDAY: _____

ADDRESS: _____

E-MAIL: _____

TELEPHONE: (H) _____

(W) _____