

Humble Haven Yoga, LLC

Release and Waiver of Liability and Indemnification Agreement

**Notice**

**Many classes taught by Humble Haven Yoga, LLC are in a heated room with temperatures in excess of 95° which can lead to heavy sweating and an increased risk of dehydration, decreased blood pressure, and/or increased heart rate, in addition to the other risks associated with the practice of yoga. I understand I may leave any class at any time. It is my personal responsibility to consult with my doctor regarding my participation.**

In consideration of being permitted to participate in yoga classes and instruction ("Activity") with Humble Haven Yoga, LLC, ("Humble Haven"), I, hereby release, waive, discharge and covenant not to sue Humble Haven, its parents, subsidiaries or other affiliates, officers, agents or employees or the Instructors ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in the Activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise.

I understand that participation in this Activity involves an inherent risk of personal injury, and I hereby elect to voluntarily participate in the Activity, knowing that the Activity may be hazardous to me and my property. I understand that Humble Haven does not require me to participate in this Activity. I assume full responsibility for any risks of loss, property damage or personal injury, that I or my property may sustain as a result of being engaged in such Activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in this Activity.

I hereby acknowledge that Humble Haven has advised me to consult a physician before engaging in the Activity. In the event of an emergency, I authorize Humble Haven to secure from any licensed hospital, physician or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of any and all medical services rendered.

I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the Activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

It is my express intent that this Release and Waiver of Liability and Indemnification Agreement ("Release") bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

I further covenant and agree that this Release shall be construed in accordance with the laws of the Commonwealth of Virginia and that the venue for any mediation, suit or other proceeding relating to this Release and any activities covered herein shall be the Richmond Circuit Court. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority, have signed under my own free will and am suffering under no legal disabilities.

**Additional Terms Specific to Activity**

**Yoga is no substitute for medical diagnosis and treatment. Yoga practice and/or specific poses are not recommended for individuals with certain conditions (e.g., cardiac illness, later stages of pregnancy, post-surgery). I am aware of the physical risks involved with the Activity and understand it is my personal responsibility to consult with my doctor regarding my participation. I have no medical condition, which would prevent me from taking part in yoga classes or workshops, and I assume responsibility for any risk or injury I may sustain as a result of my participation. I have read the above release and waiver of liability and understand its contents. I agree to the terms and conditions stated above.**

**Date** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_