



## Release And Waiver Of Liability

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

I, \_\_\_\_\_, hereby agree to the following:

1. I 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 Yoga Sanctuary (the “Studio”). The Activities may be offered in the physical location of the Studio or offered online by videos, television, podcasts, apps or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”

2. I recognize that I must be in adequate 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 in the Activities and I have no medical condition which would prevent my full participation in the Activities. 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 physician’s advice. I understand that the Studio reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

If I have any of the Risk Factors (as defined below) for increased risk of coronavirus infection (“COVID-19), I will consult with a physician before I participate in any Activities at the physical location of the Studio and will follow the physician’s advice.

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.

I am aware that my participation in the Activities at the physical location of the Studio could result in exposure to COVID-19. I am aware that, if I am over the age of 65 or have an underlying medical problem (such as cancer, chronic kidney disease, COPD, heart conditions, immunocompromised state, obesity, severe obesity, pregnancy, sickle cell disease, smoking, Type 2 diabetes mellitus, asthma, cerebrovascular disease, cystic fibrosis, hypertension or high blood pressure, neurologic conditions, liver disease, overweight, pulmonary fibrosis, thalassemia, Type 1 diabetes mellitus) (collectively, "Risk Factors"), I have an increased risk of contracting serious medical issues or potential death if I am exposed to COVID-19.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, including exposure to COVID-19 and potentially serious medical issues or death, that 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 that COVID-19 infections have been confirmed in every state in the United States and throughout the world. In accordance with the guidance and protocols issued by the Centers for Disease Control and Prevention, the State of Massachusetts Department of Health (collectively, the "Health Authorities") for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, and programs of the physical location of the Studio within fourteen (14) days after:

- (i) returning from any areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from any areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

I further agree that I shall not visit or utilize the facilities, services, and programs of the physical location of the Studio if I: (i) experience any symptoms of COVID-19, including, without limitation, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or sense of smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, (ii) have a suspected or diagnosed or confirmed case of COVID-19 or (iii) believe that I have been exposed to COVID-19. I agree to notify the Studio immediately if I believe that I have been exposed to COVID-19, have been diagnosed as having COVID-19 or if I experience any of the symptoms of exposure to COVID-19 as described above.

6. The Studio has taken reasonable steps to implement recommended guidance and protocols issued by the Health Authorities as described within its COVID-19 Code of Conduct (the “CCC”). I acknowledge that I have read and understood the CCC and that I will follow all of its protocols.

I acknowledge and agree that the Studio may revise its CCC at any time based on updated recommended guidance and protocols issued by the Health Authorities and best practices. I further agree to comply with the Studio’s revised CCC prior to utilizing the facilities, services, and programs of the Studio.

7. I acknowledge that there is a risk that I may be exposed to COVID-19 if I participate in any Activities at the physical location of the Studio. I acknowledge that such participation may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

I acknowledge that the Studio is not responsible if I become exposed to COVID-19 while participating in such Activities at the Studio. And to the fullest extent of the law, on behalf of myself and on behalf of my heirs, successors, guardians, legal representatives, assigns and insurers, and anyone who can make a claim on my behalf, I hereby irrevocably, unconditionally, assume the full risk and responsibility for any harm that may result if I am exposed to COVID-19 by offering Activities at the Studio.

8. In further consideration of being permitted to participate in the Activities (either online or at the physical facilities), on behalf of myself and on behalf of my heirs, successors, guardians, legal representatives, assigns and insurers, and anyone who can make a claim on my behalf, I irrevocably and unconditionally forever 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 (either online or at the physical facilities) at the Studio even if the Claim arises from the negligence of any Released Party or anyone else.

On behalf of myself and on behalf of my heirs, successors, guardians, legal representatives, assigns and insurers, and anyone who can make a claim on my behalf, I irrevocably and unconditionally forever 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, illness 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 (either online or at the physical facilities) or exposure to COVID-19 as a result of participating in any Activity.

9. 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.

10. I hereby understand that the Studio from time to time may photograph, video, or otherwise record classes or events occurring at the Studio and place such photographs and videos on its Website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.

11. This agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Hampshire County, Massachusetts. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

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.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_