

Yoga's Arc Release and Waiver of Liability

Name _____ Phone Number _____

Event Location _____ Date of Event _____

Email (to join Yoga's Arc email list) : _____

Emergency Contact: _____ Emergency Contact Phone Number(s): _____

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, bodywork, therapy, exercise and healing arts activities (individually an "Activity" and collectively the "Activities") offered by Yoga's Arc LLC ("Yoga's Arc") and/or its owners, managers, teachers, workshop presenters, employees and independent contractors.

Although strict measures are being taken by Yoga's Arc LLC, to prevent the spread of COVID-19 based on CDC Guidelines and good-practices from Mayo Clinic (such as social distancing, safety protocols before, during & after Yoga's Arc Events, and required sanitization, (refer to YA COVID 19 Guidelines)), the undersigned acknowledges that attending a Yoga's Arc Event could result in COVID-19 infection. Accordingly, in addition to all waivers and limits on liability already agreed to by the parties and because of the COVID-19 Pandemic, the undersigned, HEREBY WAIVES AND RELEASES, indemnifies, holds harmless and forever discharges Yoga's Arc LLC and its and/or its owners, managers, teachers, workshop presenters, employees and independent contractors of and from any and all claims, demands, debts, prosecutions, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Yoga's Arc LLC, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct, further, it is acknowledged that operation during the pandemic does not fall into these categories. ***By signing below, you are agreeing to Yoga's Arc LLC's Social Distancing and Safety Protocols.

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, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. 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 any employee, independent contractor and/or instructor of Yoga's Arc LLC reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

3. I am aware that my participation in the Activities could result in COVID-19 infection, 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 activities before I become injured or aggravate a pre-existing injury.

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, which I might incur as a result of participating in the Activities of Yoga's Arc LLC, including those which may result from the negligence of any employee, independent contractor and/or instructor of Yoga's Arc LLC.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against Yoga's Arc LLC, 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 at any event of Yoga's Arc LLC, even if the Claim arises from the negligence of any Released Party or anyone else. I 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, 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.

6. 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.

7. I hereby understand that Yoga's Arc LLC, from time to time may photograph, video, or otherwise record classes or events occurring at its studios and place such photographs and videos on its Website. I hereby consent to the use of my image that may appear in any such photograph or video.

8. This agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Maricopa County, Arizona. 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.

Print Name: _____

Signature: _____ Date: _____

If under 18: Your Name _____

Print Name of Yoga's Arc Client's Guardian: _____

Signature of Guardian: _____ Date: _____