

Agreement of Release and Waiver of Liability

moksha yoga winnipeg
mokshayogawinnipeg.com
calm mind. fit body. inspired life.



NAME. _____ EMAIL. _____

I would not like to receive Moksha Yoga Winnipeg monthly online newsletter updating me on events, schedule changes, and studio news.

ADDRESS. _____ CITY. _____ STATE. _____ ZIP. _____

MOBILE PHONE. _____ HOME PHONE. _____

How did you hear about Moksha Yoga Winnipeg? (please check all that apply)

drive by internet promotional event _____ friend _____ article / advertisement _____

BIRTH DATE. _____ (mm / dd / yyyy)

Injuries or conditions you would like to make the teacher aware of? It will help us better modify the practice to your needs.

I, (Participant name) _____, agree to the following **AWARENESS OF RISKS:**

- In consideration of participating in health or fitness club activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Moksha Yoga Winnipeg LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:
- I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

Participant Signature: _____

Date: _____

If the participant is under the age of 18 years:

As legal guardian of (print name): _____ I consent to stated conditions and terms.

Signature of Parent/Guardian: _____

Date: _____