

Big Island Mobile Yoga Studio
Agreement of Release and Waiver of Liability

Participant Name: _____

Age (if under 18): _____

Voluntary Participation: I acknowledge that with any physical fitness program there may be risk of injury or other loss which may result not only from my actions, inactions, or negligence, but also from the actions, inactions, or negligence of others. Knowing the risks associated with the practice of yoga, I voluntarily agree to participate in the Yoga Session and assume all risk of injury, death, or property damage arising out of or connected in any way with my participation.

Health Certification: I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Yoga Session. I certify that I am not pregnant, am in good health, and am able to participate in the Yoga Session and that I have not been diagnosed with any illness or medical condition that would impair my ability to participate or that would endanger the health or safety of others participating in the program. In the event the participant is a minor and requires medical attention while participating in the Yoga Session, I authorize such treatment and agree to be financially responsible for any and all related costs.

Release of All Claims: In exchange for participating in the Yoga Session, I, the above named participant ("Participant"), on behalf of my successors, personal representatives, heirs, or assigns, and for any and all others claiming through or on behalf of me, hereby release, acquit, and forever discharge Cynthia Magg, a.k.a. Big Island Mobile Yoga Studio ("BIMYS"), and her/its affiliates, employees and agents, and her/its successors and assigns, (together the "Indemnitees") from any and all claims, demands, losses, liabilities, obligations, and/or causes of action of whatever kind or nature, whether known or unknown, which may hereafter be made upon or by reason of any matter, cause, or thing arising out of or related to Participant's participation in the Yoga Session, including but not limited to any equipment provided in connection therewith. I agree to indemnify and reimburse Indemnitees for any sums, costs, or expenses incurred or paid by them in connection with any loss, damage, or injury sustained by me or others in connection with my participation in the Yoga Session.

Photo/Media Release: I hereby grant full permission to Cynthia Magg, a.k.a. Big Island Mobile Yoga Studio ("BIMYS"), to use photographs of me in any media for the purpose of advertising, publicity, and trade and in connection herewith. I hereby waive any right of review and release the Indemnitees from any liability related thereto.

If any of the provisions in this Agreement of Release and Waiver of Liability are construed to be invalid or unenforceable, it shall not affect the legality or validity of any other provisions or its enforceability as to other activities and all other provisions shall continue in full force and effect.

I certify that I have read the above and acknowledge that by signing below I am waiving certain legal rights and releasing the Indemnitees from liability. I do so freely, knowingly, and voluntarily.

Signature: _____

Printed name: _____

Date: _____

Emergency contact: _____

Emergency number: _____

If the above named person is under 18 years of age, the following must be completed:

I, _____, hereby warrant that I am the parent, legal guardian, or authorized agent of the parents of the participant, a minor, and that I have full authority to authorize the above Agreement of Release and Waiver of Liability which I have read and approve.

Signature: _____

Date: _____