



Cleveland Yoga Little Italy Release and Waiver of Liability

Name: _____

Street Address: _____

City, State & Zip Code: _____

Phone Number: _____

Email: _____

Birthdate: _____

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, whether in person or virtually (collectively, the Activities) offered by Cleveland Yoga Little Italy, LLC (the Studio) and/or its owners, managers, teachers, assistants, workshop presenters, employees, volunteers and independent contractors.

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 the Studio reserves the right to refuse my participation in any Activities on medical, fitness or any other grounds.

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 death, 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 at the Studio, including those which may result from the negligence of the Studio or any Released Parties hereinafter defined.

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 the Studio, its owners, managers, teachers, assistants, instructors, workshop presenters, volunteers, employees, independent contractors and staff (and Released Parties) that I may sustain as a result of participating in the Activities at the Studio even if the Claim arises from the negligence of any Released Parties or anyone else. I agree to indemnify and hold harmless each of the Released Parties 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 Parties or anyone else, which 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 of the Activities.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any of the Released Parties for any Claim caused by any negligence or other acts of the Released Parties.

7. Due to issues relating to the current COVID-19 pandemic, attending live classes at the Studio in-person may expose students to the risk of contracting the COVID-19 virus. While the Studio is adopting processes and procedures intended to reduce the risk, we are not equipped nor capable of eliminating the risk. It is the responsibility of each student to consider these risks and make his or her own decisions concerning precautions to be taken to address these risks. By utilizing the facilities at the Studio, the student agrees to assume all risks associated with the pandemic without liability to the Studio and agrees to release the Studio and hold it harmless therefrom.

8. I hereby understand that the Studio from time to time may photograph, video, or otherwise record classes or events occurring at its studios or virtually and place such photographs and videos on its website and in other marketing and/or promotional material. I hereby consent to the use of my image that may appear in any such photographs or video.

9. The Studio reserves the right to restrict or prohibit my ability to participate in Activities at the Studio or virtually for violation of any Studio rules, including for inappropriate behavior not limited to unwanted sexual advances.

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

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 the Released Parties.

Signature of Participant:

_____ Date: _____

Emergency Contact Information:

Contact Name: _____

Relationship to Client: _____

Emergency Contact Phone Number: _____