

WAIVER OF LIABILITY AND RELEASE AGREEMENT YOGA

I, _____ wish to participate in the Village Yoga Community Yoga Class (the "Activity") offered by Selfless Service (the Teacher). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

Assumption of Risk. I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Teacher, its officers, trustees, agents, employees or volunteers (collectively referred to as the "Teacher").

Liability Release. In consideration for the Teacher allowing me to participate in the Activity, I agree I will not sue the Teacher and I release the Teacher from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Teacher.

Indemnification. I agree to indemnify and hold harmless the Teacher from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the Teacher may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Teacher.

Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Teacher has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Teacher is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

Emergency Medical Treatment. I grant the Teacher permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the Teacher shall be subject to the terms of this Agreement. I understand and agree that the Teacher assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Intent. It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives.

I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws provision. The courts in Kalamazoo County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Sign on Back

Name of Participant (print)

Date

Email Address

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

Signature

Age Signature of Guardian if 17 years of age or younger

ACTIVITY DETAIL FORM

Name of Activity/Class: Yoga

YOGA

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- Lower leg problems
- Shin Splints
- Fractures
- Lower Back Problems
- Shoulder Problems
- Tendonitis
- Muscle Pulls
- Nausea
- Dizziness
- Dehydration
- May aggravate current injuries or disorders
- Knee injuries
- Any other condition not mentioned

Persons who are pregnant, have glaucoma of the eyes, high blood pressure or experience any type of vertigo should consult with their physician before signing up for a class. Those persons mentioned must have a doctor's clearance in writing and alert the instructor prior to the first session.

There can be a risk of falling during balancing poses, persons who should not twist their spine should refrain from poses that do so.

We request you conduct your participation with the safety of yourself and others in mind.

PLEASE READ AND SIGN THE RELEASE AGREEMENT AT THE TOP OF PAGE 2 OF THIS FORM.