

Kula Yoga Tucson Student Waiver

PLEASE READ IN FULL BEFORE PROCEEDING

This liability waiver and release agreement (this “Agreement”) constitutes an agreement between you and Kula Yoga Tucson LLC. In consideration of participating in the practice of yoga at Kula Yoga Tucson’s in person offerings and the services provided by Kula Yoga Tucson LLC, I agree and acknowledge that I am fully aware that participation in the practice of yoga involve risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

“Claims” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the practice of yoga. “Released Party” means Kula Yoga Tucson or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, contractors, employees or volunteer staff.

I agree and acknowledge that:

I am in proper physical condition to participate in the practice of yoga, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.

I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) 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 carelessness or negligence of any Released Party or anyone else.

I acknowledge and agree that, notwithstanding Kula Yoga Tucson’s cleaning protocols and efforts, microbes or viruses could be present at any or all of Kula Yoga Tucson’s class locations (the “Premises”), or brought onto the Premises at any time by a Released Party or its invitees, including microbes or viruses that could cause serious illness or death, and I accept the health risks involved in being on the Premises where such pathogens may be present.

I am aware that there is no obligation for any person to provide me with medical care during the practice of yoga. I understand and acknowledge that:

There may be no aid stations available for the practice of yoga.

If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

I am aware that it is advisable to consult a physician prior to participating in the practice of yoga. If I have consulted a physician, I have taken the physician's advice.

I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the practice of yoga which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

No warranties or representations have been made to me about the practice of yoga which are not stated on this form. I understand and intend that this document acts as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity. I agree that should any portion of this waiver and release be deemed unenforceable, the remainder of this Agreement shall be enforceable to the fullest extent possible.

If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators, and assigns may have against the Released Party.

BY checking I ACCEPT TERMS AND CONDITIONS on the form sign up, Participant accepts and agrees to the terms and provisions contained in this agreement.