

WAIVER AND ASSUMPTION OF RISK AGREEMENT

This Waiver and Assumption of Risk Agreement (this “**Agreement**”) is dated as of _____, 2020.

Participant Name (“ Participant ”): _____
Participant Birth Date: _____
Participant Address: _____

Participant desires to participate in online yoga and related online activities at **Christine Sumner Coaching & Hypnosis’s Online Energy Society** (the “**Studio**”). Participant, or if Participant is less than 18 years of age, Participant’s parent or guardian, on behalf of themselves and Participant, acknowledges and agrees to the following.

1. **Assumption of Risk.** Yoga is an activity that requires physical exertion which may be strenuous and cause physical injury. Participation in yoga class includes, but is not limited to, participation in meditation techniques, yogic breathing techniques, and performing various yoga postures. Yoga postures, or asanas, are designed to exercise every part of the body – stretching and toning the muscles and joints, the spine and the entire skeletal system. They also work on the internal organs, glands and nerves. Yoga incorporates sustained stretching to strengthen muscles and increase flexibility. Yoga is an individual experience. I understand there are obvious known dangers inherent in the activities in the online class, and I affirm that I am in proper physical condition to participate in this online class.

I KNOW THAT I AM HELD TO UNDERSTAND AND APPRECIATE THE DANGERS IN PARTICIPATING IN THIS ONLINE CLASS, AND I VOLUNTARILY ASSUME THESE RISKS. I REPRESENT THAT I AM IN PROPER PHYSICAL HEALTH AND CONDITIONING TO PARTICIPATE IN THIS ONLINE CLASS, AND HAVE BEEN CLEARED FROM MY PHYSICIAN TO PARTICIPATE IN THIS ONLINE CLASS.

Participant understands that any injury that Participant may receive may be compounded or increased by negligent rescue operations or procedures of other participants or observers.

2. **Indemnification.** Participant shall indemnify, defend and hold Sijahk Yoga, LLC and its members, officers, directors, employees, agents, attorneys, independent contractors, subcontractors, successors, assigns, and/or personal representatives (collectively “**Indemnitees**”) harmless from and against any and all claims, demands, suits, actions, investigations, proceedings, damages, liabilities, losses, costs, expenses (including reasonable attorneys’ fees and disbursements) at any time asserted against, imposed upon, or incurred by any of them in connection with or arising out of any accident, injury, theft or damage to any person or property resulting from or in connection with Participant’s activities at the Studio.

3. **Release.** Participant hereby generally, unconditionally and irrevocably releases and forever discharges each of the Indemnitees from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, counterclaims, and demands whatsoever, in law or in equity, whether direct or indirect, known or unknown, anticipated or unanticipated, which the other has, may have, or may hereafter have, in each arising from any accident, injury, theft or damage to any person or property resulting from or in connection with Participant’s activities at the Studio.

4. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles.

5. **Further Assurances.** The parties hereto hereby agree that the indemnification and release contained herein shall continue for each and every visit to the Studio. The parties hereto shall use their best efforts to take such actions as may be necessary or reasonably requested by the other party hereto to carry out and consummate the transactions contemplated under this Release.

6. **Modification.** This Agreement may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

Acknowledged, agreed to and accepted by:

PARTICIPANT:

Date: _____

Participant

Printed Name of Participant

E-mail address of Participant: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

As Legal Guardian of _____ (Participant),
I consent to the above terms and conditions.

Signature of Parent/Guardian of Participant

Printed Name of Parent/Guardian of Participant

Emergency Contact:

Name: _____

Phone Number: _____