



Member Name (First/Last)

Member Phone #

Member E-Mail

### Hot Stone Yoga Studio Liability Release/Waiver & Terms of Use

In consideration of and as an inducement to my enrollment, participation and payment of fees to become a member/student/patron of Relaken Hot Stone Yoga aka Relaken Lakewood / THT Corp/THT Relaken (hereinafter "Relaken"), I represent and agree as follows:

I (hereinafter "I" or "applicant") have been examined by a licensed Physician within the past six months and have been found by such physician to be in good health and full able to perform all Yoga exercises which I am to learn and perform during my enrollment with Relaken.

The use of the facilities at Relaken naturally involves the risk of injury to me and/or my guest(s), whether I or someone/ something else causes it. As such, I understand and voluntarily accept this risk. I agree that Relaken, its employees, officers, directors, shareholders, agents, and contractors will not be liable for any injury or damage, including, without limitation, personal, bodily or mental injury, economic loss, or any damage to me resulting from the negligence of Relaken, its employees, officers, directors, shareholders, agents, and contractors, or anyone using Relaken's facilities. I waive any claims arising from my use of Relaken's facilities whatsoever or from mere presence on the premises of a Relaken studio.

I understand and agree that I will receive instruction in Yoga theory and exercise only and that I hold harmless Relaken, its employees, officers, directors, shareholders, agents and contractors for any damage to or theft of personal property on or away from Relaken's premises, or personal injury, including but not limited to bodily injury, disease, disability, death, humiliation, or consequential loss of any kind arising out of my participation in any Relaken event or activity.

In the event that I am pregnant, I will not attend a yoga class until I have discussed the potential risks to me or my unborn child / fetus with my obstetrician. I agree that I will follow my obstetrician's recommendations and on behalf of myself, my heirs, spouse or other interested party hold harmless Relaken for any possible injury to myself or my unborn child / fetus.

If I am under 18 years of age, I will disclose my age to Relaken and provide my signature and the signature of my parent or legal custodian or guardian at the studio prior to taking class. Unsupervised use of the facility by children 17 years and under is prohibited.

Registration/Membership fees and Tuition for classes paid hereafter are non-refundable. Fees for use of facility towels/props/robes are non-refundable. Classes must be pre-paid. All members must provide a credit/debit card in accordance with our 12-hour cancellation/no show policy.

If you are practicing in a Relaken location that offers reservations, please reserve classes in advance using our website or mobile app. Walk-ins are welcome, however students who have pre-booked or are on the waitlist will have first preference. You can reserve classes online up to 1 hour before the class start time, however, for all classes booked 12 hours or less from the class start time, you will be charged a late cancel or no show fee if you do not attend the class, which fee may be charged against your credit card on file. There are two types of cancellation charges for our members. 1) a late cancel charge of \$10 for cancellations within 12 hours of the scheduled class time, or 2) a no show charge of \$20, or forfeiture of equal price of already purchased class token, will be charge if you do not cancel within 2 hours of the class or attend the class. Package or Session and first-time or free members will forfeit the class if they late cancel or do not attend their scheduled class. No exceptions.

I understand that I am responsible for the good care and return of all Relaken property such as towels/mats/props/robes that are checked out to me. Any damage, loss or theft of to such property will cause a charge of the replacement cost against the credit card on file.

Any dispute arising out of or relating to this Student Application and Hold Harmless Agreement, or the breach thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction.

Any provision not in conformity with the law of any state or governing body having jurisdiction is hereby severed from this contract and the remaining provisions remain enforceable.

I acknowledge that poor health conditions such as hypertension, cardiovascular disease, diabetes and among other ailments are considered at risk to use hot stone room. Additionally, some medications or use of alcoholic beverages my cause serious complications in high temperature and/or high humidity environments such as in the hot stone room. If you have any of these problems or doubts about your health condition, please consult your physician before entering the room.

The risk of slips, falls and burns are hazards that may be present at the spa. Please use spa with caution especially if you are elderly or handicapped. Relaken, its employees, officers, directors, shareholders, agents, and contractors are not responsible for theft or loss of personal property. Please use and secure the lockers available at the facility.

By signing below, I acknowledge that I have read and agree to Relaken's release/waiver and terms of use.

Participant/Member Signature

Date

Witness Signature

Date