

Waiver – Yoga with Selina Harris

I represent and warrant that I am physically and mentally fit to participate in this yoga class, workshop and/or series of classes provided by instructor. By signing this form, I acknowledge that I have consulted with a physician or other healthcare provider about my intent to participate in a fitness or exercise program including, specifically, any programs facilitated by Instructor. Because I have discussed my intent to participate in this program with my doctor or physical therapist, I have been given appropriate instructions from these healthcare providers so that I know how to modify any exercises to make them safe and appropriate to my fitness level including how to modify any physical activity so that it is appropriate to my ability and/or any of my injuries or physical limitations. I understand that my failure to do any of these things may cause me to injure myself or others.

Whether or not I have any physical limitations, I understand and agree that my personal health and safety are at all times my personal responsibility. Instructor does not assume responsibility for my personal health and safety and I shall not hold Instructor responsible for any injury that I cause myself as a result of my choice to participate in a yoga program, including, without limitation, my choice to permit any hands-on adjustments. **My body, my health, my safety and my participation in my yoga practice are fully and completely my responsibility and I shall not hold instructor liable for any injuries that I may cause myself or any damages that I may cause other people, persons, or property by choosing to participate in yoga classes provided by instructor.**

By choosing to participate in this yoga class/workshop I do so entirely at my own risk. Possible risks inherent in any physical activity including yoga include but are not limited to fluctuations in blood pressure, rapid or irregular heartbeat, physical injuries to muscles, bones, tendons, hands, wrists, the head, the back, skin or soft tissue. Other risks include but are not limited to, slips and falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death due to improper use or failure of equipment, those risks caused by terrain, facilities, temperature, weather, condition, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches and trainers and lack nutrition or hydration. I understand these risks, willingly accept them as a condition of being able to participate and have discussed them along with any of my physical limitations with my healthcare provider. It is my responsibility to be self-aware and to stop physical activity before I become ill or injured and it is my continuing responsibility to inform Instructor in writing of any medical conditions, injuries or surgeries prior to my first class and keep Instructor informed of any changes to my medical condition.

Instructor is not a healthcare professional and in a program of this nature it is neither the responsibility nor legal responsibility of Instructor to treat injuries, structure the class around any physical limitations (even if discussed) or to specifically teach me any modifications (even if offered) or to prevent or cure injuries based on my physical ability and/or limitations. I assume full responsibility for any injury or damages that may occur to myself or to others based on my actions.

I have chosen to take a class with at (Location)and I release all and waive any claims I may have or may have here after against the location or location owners, agents, employees, contractors, etc., for any illness, injury or death that may result at the location.

I, my heirs, or legal representatives, irrevocably release and waive any claims I may have now or may have here after against Instructor and the Location, for my participation in yoga class/workshops provided. I have assumed all risk as described in this waiver and release liability.

I understand the photographs, audio and/or video may be taken, all rights to images and any intellectual property arising out of this engagement without limitation shall belong to Instructor and I consent for the use of any images on social media, etc., without limitation.

I acknowledge that I have carefully read and understand this release and waiver liability form, have had the opportunity to have it reviewed by an attorney prior to signing or participating and/or have waived the right to have it reviewed because I fully understand its contents and accept and acknowledge the risk involved in this type of activity. Once signed this Agreement is valid until terminated in a writing signed by both parties or as required by the laws of the State of Arizona. If any provision of this Agreement is unenforceable it shall not limit the ability of a court or venue of proper jurisdiction to enforce any/all other terms herein.

If a dispute arises out of or relates to this Agreement or the validity or application of any of the provisions of this Agreement, then if the dispute cannot be settled through negotiation or mediation, the dispute shall be resolved exclusively by binding arbitration in Pima County. I understand that by signing this Agreement and participating in the program I am waiving my right to a jury trial but that I shall still have the right to an attorney and the protection of the justice system through arbitration. Further I agree to indemnify, defend and hold harmless instructor and the Location and their collective principals, agents, employees, instructors and volunteers from liability to the full legal extent permitted by any applicable laws for the injury or death of any person(s) and/or any damage to property that may result from any and all of my acts or omissions while participating in activities offered.

I understand that by signing this waiver I release substantial right to sue, and certain rights that my legal heirs or representatives may have against Instructor and the Location. I understand that my signature provides an unconditional release of liability against Instructor and the location to the greatest extent of Arizona Law and I do so in consideration of the opportunity to receive services.

Printed Name _____

Signed Name _____

Date _____