

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY
Client Intake & Acknowledgement Form

In Witness Whereof, I duly execute this Agreement of Release and Waiver of Liability upon registering with TX Shepherd, LLC d/b/a Merit Movement Alliance (the “Company”) and/or booking a yoga, group, or corporate class or private session, either in person or remote (collectively the “Services”).

In consideration of the grant of permission of the Company for me to receive Services I hereby acknowledge, understand, authorize, agree, and represent as follows:

This Agreement of Release and Waiver of Liability has been executed by me, the user of the Services, and may not be used by any other person for the purpose of using the Services.

I understand that yoga includes physical movements and as is the case with any physical activity, the risk of irritation, pain and injury is always a possibility and, while it can be reduced, it may not be entirely eradicated. If I experience any pain or discomfort, I will listen to my body, discontinue the activity. I understand that yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. I affirm that a licensed physician has verified my good health and physical condition to participate in Services offered by the Company. I assume full responsibility for my medical condition as it relates to engaging in exercise and receiving the Services. Prior to Services, I will make my instructor aware of any medical conditions, mental limitations, or physical limitations before class.

If I am pregnant, become pregnant or I am postnatal or post-surgical, I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and other forms of fitness, and participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against the Company.

I have read and agree to the Privacy Policy provided on the Company website. I authorize the collection and use of the requested personal information as is required for fitness and/or therapeutic care as well as related administrative purpose. I understand that all my personal information is confidential and will not be released without my signed consent. I understand and freely assume all risk and responsibility for any and all damage to the facility/property or bodily and/or personal injury, including death, in which Services are provided in connection with my receipt of the Services.

I authorize the Company to photograph, video, or otherwise record classes and/or events occurring during my receipt of the Services and place and/or use such photographs and videos in email communications and/or online (e.g., on the Company website, social media platform, or cloud storage). I hereby consent to the use of my image that may appear in any such photograph or video.

I agree that the Company may suspend and/or revoke my right to use the Services upon determining, in its sole discretion, that I have violated the rules and/or regulations as may be explained to me in person, through emails, texts, voicemails, the Company website or social media, or that I have breached the terms of this Agreement of Release and Waiver of Liability.

I agree to indemnify and hold harmless the Company and any Releasee from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the Company or any Releasee, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my receiving the Services and/or my breach of this Agreement of Release and Waiver of Liability.

I have read and fully understand the terms of this Agreement of Release and Waiver of Liability, and that I may have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

This Agreement of Release and Waiver of Liability covers any and all liability, claims, and actions caused entirely, or in part, by any and all acts or failures to act on my part, including but not limited to, negligence or mistake.

I have read and fully understand and agree to the above terms of this Agreement of Release and Waiver of Liability and acknowledge that it shall be governed by, construed, and enforced in accordance with, the laws of the State of Texas, without giving effect to conflict of law principles. All actions, suits, claims and proceedings relating to this Release and Waiver shall be brought in a court of competent jurisdiction located in Dallas County, Texas.