

Asanas & MORE Yoga Studio

The Zen Den Yoga Studio

SUP Yoga Waiver and Release Form

Please read this document carefully and completely because by signing it you waive certain legal rights. Your agreement prior to attending your first class is required (you only need to fill this out once). Thank you.

Name (First & Last): _____

D.O.B: _____ Phone: _____ Email: _____

Address: _____

Emergency Contact Information

Name (First & Last): _____

Relationship: _____ Phone: _____

Please check mark each line to confirm:

____ I confirm that I am comfortable in water and able to swim.

____ I confirm that **Felicia Schmid/dba Asanas & MORE Yoga Studio/The Zen Den Yoga Studio** is not responsible for any items lost, stolen or dropped in the water.

Felicia Schmid/dba Asanas & MORE Yoga Studio/The Zen Den Yoga Studio, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term "Activity" shall include all activities, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: stand up paddle boarding, swimming, Stand Up Paddle Board

Yoga and other forms of open or closed water-based activity; rental or use of stand-up paddle boards or other equipment; demonstrations; orientational and instructional courses; loading, unloading of equipment including around motor vehicles; and other activities, events and services in any way connected with or related to the Activity.

ASSUMPTION OF RISKS IN STAND UP PADDLE BOARDING, YOGA, SWIMMING, OPEN OR CLOSED WATER-BASED ACTIVITY, CURRENTS, TIDES, WEATHER ETC.

I am aware that participating in the Activity in open or closed water involves risks, dangers and hazards. Currents, tides and waves occur frequently in open water and may be caused by natural forces or by other watercraft, such as boats and ships. I acknowledge and accept that the Releasees may fail to predict whether the open or closed water is safe for the Activity or whether an unexpected current, wave or weather condition may occur. The risks and dangers of the Activity include, but are not limited to: choice of stand-up paddle boarding course, changing weather, surf, tidal or ocean current conditions; impact or collision with stand-up paddle board(s) or other watercraft, other persons, ocean or lake bottom; slippery terrain; prolonged exposure to cold water, solar radiation, dehydration, hypothermia; drowning; exposure to poisonous and/or carnivorous sea life; the failure to perform any physical activity associated with the Activity safely or within one's own ability or within designated areas; negligence of other persons or becoming lost or separated from one's party or guide ; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. The site(s) used for the Activity may be uncontrolled, unmarked, uninspected and may involve many risks, dangers and hazards in addition to that of the Activity including but not limited to hidden and/or submerged obstacles such as rocks, coral reefs, tree stumps, forest deadfall or other man-made objects.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITY AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in the Activity, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activity;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activity, other than what is set forth in this Release Agreement.

I CONFIRM THAT BY SIGNING THIS I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY AGREEING TO IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature: _____

Print Name: _____

Date: _____