

Mindfulness and Wellness Opportunity Jo-Anne Beitel Teacher and Facilitator – Yoga 7.31.2020

Agreement of Release and Waiver of Liability

I _____ (print name) understand that the program will involve physical movements as well as opportunity for mindfulness to include relaxation, stress reduction and relief of tension. I understand that I will receive information and instruction including verbal and physical adjustments about yoga, mindfulness and wellness. As is the case with any physical activity, the risk of injury, even serious, is always present and cannot be eliminated entirely. It is my responsibility to consult with my physician prior to any participation in physical activity including yoga and mindfulness activity.

I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in activity. I am aware that I may choose to participate in or chose not to participate in any part of the practice. I am aware I may be adjusted physically and will communicate if there are any limitations and will take full responsibility for the limitation and anything that can come of it. I agree to take full responsibility for any risk, loss, claim, injury, damage, liability, known or unknown, which I might incur as a result of participating in any part of the program.

I am voluntarily participating. I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity, including travel to, from and during this activity.

Coronavirus, COVID-19 or any mutation has been declared a worldwide pandemic by the World Health Organization. Jo Pro Health has put in place preventive measures to reduce spread, however, Jo Pro Health cannot guarantee that you will not become infected. By signing this agreement, I acknowledge the contagious nature of COVID-19 and all strains or viruses, illnesses of any nature and voluntarily assume any / all risk that I may be exposed to or infected in any way. I understand any and all risk at Jo Pro Health and that infection, injury of any kind may result from the actions, or negligence of myself and others, including, but not limited to, Jo Pro Health or other clients.

Mindfulness, Wellness and Yoga activity does not take the place of your need for any medical treatment or interaction with your doctors for assistance of your condition or any other choices of physical activity. I affirm that I alone am responsible to decide whether to practice mindfulness, wellness and/or Yoga. I knowingly, voluntarily, and expressly agree to accept full responsibility and assume the risk for my use of or participation in any and all classes, activities involved in this Mindfulness and Wellness Opportunity and any other classes. I shall do so at my own risk. I specifically agree to indemnify and hold harmless, Jo-Anne Beitel and Jo Pro Health from any and all loss, cost, claim, injury, damage or liability, sustained or incurred by participating in this program. I, my heirs, or legal representation forever release waive, discharge and covenant not to sue Jo-Anne Beitel for any injury or death caused by my participation in this program or any continued classes. My signature below constitutes my full acceptance of this waiver.

I agree to indemnify and hold harmless Jo Pro Health / Jo-Anne Beitel against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees or any related costs, if litigation arises pursuant by any claims made by me or anyone acting on my behalf. To that end, I also certify that I agree to adhere to all rules and regulations. I acknowledge that Jo Pro Health / Jo-Anne Beitel may refuse or terminate services for violation of any such rules or regulations.

To ensure the health and safety to all involved, and the public at large, I hereby certify to the best of my knowledge that I have not experienced the following:

1. I have not had a fever of 100 or above in the last 48 hours.
2. I have not had a cough.
3. I have not, and am not currently living with, a person who has been quarantined due to illness including COVID-19.
4. I have not been around anyone exhibiting a fever or cough in the last 14 days.
5. I have not traveled out of state in an unsafe manner or had out of state guests that have traveled in an unsafe manner in the last 14 days.

I understand that even if I have not experienced the above or any version of illness or contact, Jo Pro Health may still refuse to render services at any time for any reason.

I acknowledge that I have carefully read this (Waiver & Release of Liability,) have had an opportunity if chosen to seek legal counsel if I wish, and that I fully understand its contents and implications.

I have read the release and waiver of liability and fully understand its consent. I voluntarily agree to the terms and conditions stated above. I am healthy to the best of my knowledge.

Signature of Participant _____ **Date** _____ **Best Contact** _____

Printed Name _____ **Email** _____