

Yoga Participation Agreement

By participating in an online or video yoga class, you agree that you accept the potential risks involved with participation, as well as the information stated below.

You voluntarily and knowingly agree to the terms and conditions stated in this document.

You are voluntarily participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by Flex Counseling and Wellness, LLC. Activities may be offered in a physical location, online via video or livestream/webinar, or other digital media or platforms. You may opt out or discontinue practice at any time before or during an activity.

You recognize that you must be in adequate physical and mental health to participate in the Activities. You understand that the Activities may require intense physical exertion, and you represent and warrant that you are physically fit enough to participate, and you have no known medical condition which would prevent my full participation in the Activities.

You recognize that the Activities may cause or aggravate a physical injury or medical condition. It is your responsibility to consult with a physician before participation in the Activities. You agree to take the physician’s advice regarding participation in specific activities. You understand that Flex Counseling & Wellness, LLC reserves the right to refuse your participation in any Activity on medical, fitness or any other grounds.

You are aware that participation in the Activities could increase physical risks for a variety of physical conditions, including but not limited to high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. You understand that you could experience muscle, back, neck and other injuries as a result of participation in the Activities. You acknowledge that you understand your own physical limitations and that you are sufficiently self-aware to stop or modify participation in any Activity before you become injured or aggravate a pre-existing injury.

By participating in these voluntary Activities, you agree to assume full responsibility for any risks, injuries or damages, known or unknown, which you might incur as a result of participating in the Activities.

In further consideration of choosing to participate in the Activities, you knowingly, voluntarily and expressly waive any “Claim” (as defined below) you may have against Flex Counseling and Wellness LLC owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a “Released Party”) that you may sustain as a result of participating in the Activities even if the Claim arises from the negligence of any Released Party or anyone else.

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You agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by you or anyone making a Claim on your behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that you may suffer, your spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

You, your heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

You hereby understand that Flex Counseling & Wellness, LLC from time to time may photograph, video, or otherwise record classes or events and place such photographs and videos on its Website or social media platform. You hereby consent to the use of your image that may appear in any such photograph or video.

This agreement shall be construed in accordance with, and governed by, the laws of the State of Ohio and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Ohio. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

By participating in a paid class or accessing a free video provided by Flex Counseling and Wellness, LLC, you expressly acknowledge that you have carefully read this agreement and fully understand its contents.