

## Release and Waiver of Liability Agreement

Name

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Street Address

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City, State, Zip  
Code

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Phone Number

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Email

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Please read these waivers carefully and discuss any questions or concerns with the instructor before signing. The waiver must be signed and dated to attend the Activities. Thank you.

WHEREAS, Funky Monkey Yoga LLC (the "**Company**") is the operator of yoga classes, iRest® Yoga Nidra Meditation, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (the "**Activities**") and is willing to permit the individuals (the "**Participants**") signing this release and waiver of liability Agreement (this "**Agreement**") to participate in the Activities upon the terms and conditions of this Agreement. The Company and participants may be collectively referred to as (the "**Parties**") and the property or location of the Activities may be referred to as (the "**Premises**").

In consideration for participation in the Activities, I acknowledge and agree to the following:

### **Physical and Mental Health.**

I represent and warrant the following regarding my physical and mental health:

1. I am in sufficient physical and mental health to participate in the Activities;
2. I have consulted with a physician, therapist, psychiatrist or other health care professional before seeking participation in the Activities;
3. I understand the Activities may aggravate any preexisting physical or mental health conditions I currently have;

4. I will not participate in the Activities when pregnant unless I have first consulted with my physician;
5. I understand I shall disclose to the Company any preexisting conditions that the Activities could aggravate before participating in the Activities;
6. I understand the Activities are not a substitution for seeking medical care from a health care professional;
7. I shall stop my participation in the Activities before I injure myself or aggravate any preexisting injury;
8. I shall stop or modify my participation in the Activities if any instructor for the Company tells me to stop or modify my participation;
9. I understand the Activities may impair my driving abilities and I shall refrain from driving if I am impaired;
10. I understand that the Company may refuse my participation in the Activities for any reason, at the Company's sole and unlimited discretion.

### **Assumption of Risk.**

I understand and acknowledge that the Activities may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death and/or property damage. The Activities may be unsupervised and that the Company does not provide medical services. Any injury I may sustain while participating in the Activities may be compounded by negligent or delayed medical service.

I further understand and acknowledge that I risk exposure to and contraction of potentially dangerous diseases and viruses, including the coronavirus disease ("COVID-19") and severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any other diseases or viruses not listed, by being on the Premises for any reason. I am aware of the inherent risks and that any exposure may result in infection, severe illness, temporary or permanent disability and death. Any exposure I may sustain while on the Premises may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Company. I understand that even if the Company has taken any proactive measures to reduce potential exposure, there is still high exposure risk, and the Company has not represented there is no risk.

I assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities, including those which may result from the Company's negligence.

**Release from Liability.**

I agree on behalf of myself, my heirs and personal representatives to fully discharge and release the Company and its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a “**Released Party**”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my participation in the Activities or presence on the Premises, whether caused by the negligence of any of the Released Parties or by any other reason, including COVID-19 and SARS-CoV-2.

I acknowledge and agree that this Agreement is a complete release of any of the Released Parties’ responsibility for any personal injuries, temporary or permanent disability, death and/or property damage sustained by me while on or using the Premises, including from COVID-19 and SARS-CoV-2.

**Covenant Not to Sue.**

I agree on behalf of myself, my heirs and personal representatives not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which my heirs or I may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises or while participating in the Activity.

**Indemnification.**

I hereby agree to defend, indemnify and hold harmless the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any infection, illness, personal injury, loss of life or damage to property sustained by reason of or arising out of my participation in the Activity and/or being on the Premises.

**Medical Treatment Release.**

I hereby authorize the Company to secure, and I consent to, any medical treatment that may be given to me should the Company determine, in its sole and absolute discretion, that I need medical care because of my participation in the Activity and being on the Premises. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release the Parties from any liability related to my treatment or transport.

**Personal Property**

I am fully responsible for property and personal belongings I bring onto the Premises or that I use during the Activities. The Company is not responsible for my property and personal belongings.

## **No Representations by the Company**

I acknowledge that the Company makes no representation as to the Premises' condition or the Activities' safety. The Company makes no representations that the Company has taken safety precautions relating to infectious disease exposure. The Company further makes no representations that any safety measures taken were done properly or that such measures will reduce or prevent the risks associated with infectious disease exposure.

I accept and shall use the Premises and anything thereon in "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors or representatives regarding this Agreement or the Premises or the Activity, except to the extent such representations are expressly set forth in this Agreement.

## **Personal Representations**

I will comply with all directives the Company gives, whether in writing or orally, including any that relate to issues involving infectious diseases or viruses. Such directive shall include, but are not limited to, mask requirements, hand washing or sanitizing requirements, social distancing requirements, directional signs indicating a direction to walk and requests to take my temperature. I am aware of, and will comply with, all government laws, orders and guidelines relating to diseases and viruses. I have been vaccinated against SARS-CoV-2 and will show proof of my vaccination upon entering the Premises. I have neither been sick, nor experienced any symptoms of any kind, nor been in contact with anyone sick or with disease symptoms in the past 14 days.

## **Governing Law**

This Agreement is governed by and interpreted in accordance with the laws of Washington State. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Snohomish County, Washington.

## **Waiver**

No waiver of this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

## **Survival.**

If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining portions shall remain in full force and effect.

**Entire Agreement.**

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise.

**Modification.**

No change, modification, amendment or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties.

**Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the Parties.

I acknowledge that I have carefully read this Agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this Agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs and personal representatives may have against any Released Party.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date