

# Funky Monkey Yoga LLC

## Agreement of Release and Waiver of Liability

Please read carefully and discuss questions or concerns with the instructor before signing.

I \_\_\_\_\_ (print name) hereby agree to the following:

I understand that I'm participating in yoga, iRest® Yoga Nidra classes and instruction offered by Funky Monkey Yoga. I recognize that yoga may require physical and mental exertion that can be strenuous, and I am fully aware of the risks and hazards involved. I understand that yoga and iRest Yoga Nidra programs may release strong emotions and I accept this possibility and the result of such emotional release.

I acknowledge that there are risks and dangers that cannot be eliminated in this work, and even if a risk or danger could have been eliminated, this does not always occur.

I understand and accept that physical contact between student and instructor may be necessary. I consent to such contact as is considered necessary by the instructor.

I represent and warrant that I am physically fit and have \_\_\_\_\_

no medical conditions would prevent my full participation in yoga, iRest Yoga Nidra programs. I will advise the instructor of any and all physical and emotional conditions that could be affected by yoga, iRest Yoga Nidra, and offerings.

I agree to follow instructions carefully and to immediately stop any activity that causes me any unacceptable discomfort, emotional distress or pain. I will report this to the instructor during and at the end of the program.

In consideration of being permitted to participate in yoga and iRest Yoga Nidra programs with Funky Monkey Yoga, I agree to assume full responsibility for all risks, injuries or damages, known or unknown that I might incur as a result of participating in such activities.

I understand that yoga and iRest Yoga Nidra may produce a deep state of relaxation that can continue for many hours after the program is complete. I acknowledge that I may need to refrain from driving a vehicle after a yoga or iRest session, until I feel capable of responding to the situations that may arise while driving.

I release the instructor, IRI, and its directors, officers, advisors and employees' (referred to as "Providers") from all actions, causes, claims, suits, damages and liabilities arising out of, or connected with, my participation in yoga, iRest Yoga Nidra programs including, but not limited to, personal physical, mental or emotional injury, illness (including death) and/or loss of property. I agree to indemnify and hold harmless all of the Providers.

I, my heirs, assigns, legal representatives and spouse, if any, forever release, waive, discharge and agree not to sue any of the Providers for any injuries or damages I may sustain.

I waive and release any right I may have under California Civil Code 1542, which states as follows: "A general release does not extend to claims which the creditor (student) does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor (Providers)."

I agree that this waiver will be interpreted, as broadly as allowed by law and that if part of this waiver is deemed invalid then the balance shall remain in effect.

I freely and voluntarily agree to these terms and conditions even though I would not be able to participate without signing this waiver. I assert that my participation and signing is voluntary and that I assume all risks.

Date \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact Information: \_\_\_\_\_

Name of Contact \_\_\_\_\_

Relationship to student \_\_\_\_\_

Phone# \_\_\_\_\_