

# RELEASE OF LIABILITY

READ CAREFULLY AND SIGN BEFORE CLASS - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of outdoor educational play and yoga organized by Susan Comfort, and/or use of the property, facilities, and services of Casa Comfort at 7009 Aspen Ave Takoma Park MD 20912, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by proprietor Susan Comfort, or her representatives (such as Amyre Barker).

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and my family members, and further release and discharge Susan Comfort for injury, loss, or damage arising out of my or my family's use of or presence at Casa Comfort, whether caused by the fault of myself, my family, Susan Comfort or other third parties.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY, AND 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. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

3. INDEMNIFICATION. I agree to indemnify, defend, and hold harmless, Susan Comfort and her children against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use

of or presence upon the facilities of Susan Comfort. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Susan Comfort to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

4. FEES. I agree to pay for all damages to the facilities of Susan Comfort caused by any negligent, reckless, or willful actions by me or my family.

**5. CONSENT:** I, (full name) \_\_\_\_\_

of (street address) \_\_\_\_\_

(city/state) \_\_\_\_\_ (zip) \_\_\_\_\_

**consent to the participation of (full name/s) \_\_\_\_\_,  
in the activity of outdoor educational play, and agree on behalf of the above minor to all  
of the terms and conditions of this Agreement. By signing this Release of Liability, I  
represent that I have legal authority over and custody of this child.**

6. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Maryland law.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Susan Comfort has offered to refund any fees I have paid to use the facilities and services if I choose not to sign this Agreement.

8. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**10. EMERGENCY CONTACT. In case of emergency, please call**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**at this number:** \_\_\_\_\_.

I hereby acknowledge that I have carefully read this Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge Susan Comfort (DBA Nonprofit Comfort Consulting and DBA Nonprofit Wellness) all of the affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Susan Comfort (DBA Nonprofit Comfort Consulting and DBA Nonprofit Wellness) per personal injury or property damage.

**Signed by (name):** \_\_\_\_\_

**Date:** \_\_\_\_\_