

## **Creatives Counterbalance LLC Release and Waiver Agreement**

This agreement is made between the participant and Creatives Counterbalance LLC (hereinafter the “Provider”), the organizer of classes, including but not limited to yoga, Pilates, exercise, meditation, and breathwork classes, events, retreats, coaching sessions, trainings, reiki and/or shamanic healings, and other wellness offerings, including outdoor events (the “Events”) OR – Pre -recorded Videos, Use of Equipment By signing this agreement, the participant acknowledges that they are releasing the Provider from any claims related to injury, loss, or death arising from their participation in the Events.

### **1. Acknowledgment of Risks**

I acknowledge that participating in the Events involves inherent risks, including physical, mental, and emotional challenges. I understand that these activities may impact my well-being and accept full responsibility for my safety and actions during the classes. I voluntarily and knowingly assume the risk of participating in the Events.

### **2. Release of Liability**

With full knowledge of the risks involved, I hereby release, waive, and discharge the Provider, their members, managers, officers, independent contractors, affiliates, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death that may be sustained by me during the yoga classes.

### **3. Indemnification**

I agree to indemnify, defend, and hold the Provider harmless from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising from my participation in the Events.

### **4. Photo Release & Waiver**

I consent to the use of photos or videos taken during the Events for promotional purposes by the Provider without compensation to me, with the option to opt-out by providing reasonable written notice in advance.

### **5. Health and Safety**

I agree to listen to my body and mind, adjusting or ceasing activities if necessary. I recognize that yoga, Pilates, meditation, and other holistic wellness practices are not a substitute for medical or psychological care, and I will consult my healthcare provider before participating.

### **6. Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of New York/Kings County. Any disputes arising from this Agreement shall be heard in the state and federal courts in or closest to Brooklyn/NY.

### **7. Self-Help**

The parties hereto agree to work cooperatively together for no less than 30 days to attempt in good faith to resolve any disputes that arise under this agreement prior to filing any formal legal action.

### **8. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings related to the subject matter herein.

### **8. Severability**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

### **9. Consent and Understanding**

By signing below, I confirm that I have read and understood this Release and Waiver and agree to its terms. I am at least 18 years old and fully competent to give my consent, which I give freely.

\_\_\_\_\_ [Signature of Participant]

[Date]

\_\_\_\_\_ [Printed Name]