

## AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

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| WOULD YOU LIKE TO RECEIVE? Newsletters/Promotions: Y N  Email receipts/appt confirmations: Y N |        |                |        |            |        |      |           |         |       |         |        |        |        |          |          |
| I, (prin   | t name | e)             |        |            |        |      |           |         | , ur  | ıdersta | nd and | l agre | e to t | he foll  | owing:   |
| •  |        |                | •      | res physic |        |      | that may  | be str  | enuou | s and n | nay ca | use pl | nysica | al injur | y, and I |

- 2. It is my responsibility to consult with a physician prior to and regarding my participation in any yoga class/workshop. I represent and warrant that I am physically fit and have no psychological, medical or emotional condition that would prevent me from safe participation in any yoga class/workshop.
- 3. All class passes and memberships are non-refundable, non-transferrable and may not be suspended at any time for any reason, including, but not limited to vacation, illness and injury. Class passes expire two years after first use.
- 4. I understand that should I pre-register for a class, I am required to cancel a minimum of 4 hours in advance; 8 hours in advance for 6AM classes or I will be charged a late cancel/no show fee of \$20+GST. This cancelation must be done online and cannot be done by telephone or email.
- 5. I give unrestricted permission to use and publish photographs or video images taken of me in any yoga class/workshop or at the studio, or in which I may be included, for any purpose authorized by Breathe Hot Yoga, including but not limited to social media or website use, editorial publications and advertising use. This includes the right to modify and retouch the images. The circulation of such materials could be worldwide and I am aware that there will be no compensation to me for this use and that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith.
- 6. I release and discharge Breathe Hot Yoga, its directors, and the Breathe Hot Yoga instructors, adjusters, staff and volunteers from any and all liability, claim, demand or action that I may have resulting from injury, death or damages arising from my participation in the yoga class/workshop or at that yoga studio, including loss that may be caused by the negligence of the released party. This includes participation in classes/workshops held away from the Breathe Hot Yoga premises.
- 7. I release and discharge Breathe Hot Yoga, its directors and its instructors, adjusters, staff and volunteers from any and all liability, claim, demand or action that I may have related to the loss, theft or damage of any of my personal property from the Breathe Hot Yoga premises.
- 8. I recognize that this agreement of release and waiver of liability is a legal contract and that, by reading it

carefully, I have complete knowledge of its contents.

## **COVID-19 Pandemic Breathe Hot Yoga Consent Form**

I understand the novel coronavirus causes the disease known as COVID-19. I understand the novel coronavirus virus has a long incubation period during which carriers of the virus may not show symptoms and still be contagious.

I understand that due to the frequency of visits of other students and yoga teachers, the characteristics of the novel coronavirus, and the characteristics of yoga, that I have an elevated risk of contracting the novel coronavirus simply by being in a yoga studio.

- I confirm that I am not presenting any of the following symptoms of COVID-19 identified by Alberta Health Services: Fever > 38°C, Cough, Sore Throat, Shortness of Breath, Difficulty Breathing, Flu-like symptoms, Runny nose
- I confirm that I am not in a high risk category, including: diabetes, cardiovascular disease, hypertension, lung diseases including moderate to severe asthma, being immunocompromised, having active malignancy, or over age 65
- OR I fall into the following high-risk category and my doctor and I have discussed the risks, and I agree to proceed with my yoga session.
- I confirm that I am not currently positive for the novel coronavirus.
- I confirm that I am not waiting for the results of a laboratory test for the novel coronavirus. I verify that I have not returned to Alberta from any country outside of Canada whether by car, air, bus or train in the past 14 days.
- I understand that any travel from any country outside of Canada, including travel by car, air, bus or train, significantly increases my risk of contracting and transmitting the novel coronavirus. Alberta Health Services require self-isolation for 14 days from the date a person has returned to Canada. I understand that Alberta Health Services has asked individuals to maintain physical distancing of at least 2 metres (6 feet).
- I verify that I have not been identified as a contact of someone who has tested positive for novel coronavirus or been asked to self-isolate by Alberta Health, the Communicable Disease Control or any other governmental health agency.
- I verify the information I have provided on this form is truthful and accurate. I knowingly and willingly consent to come back to yoga during the COVID-19 pandemic.

I have read this agreement and fully understand its content and meaning, and sign it of my own free will

| and I am o        | ver the age of 18.  |          |  |  |  |  |
|-------------------|---|----------|--|--|--|--|
| D                 | ate: Participant Signature:   | Phone #: |  |  |  |  |
| <u>IF THE PAR</u> | TICIPANT IS UNDER THE AGE OF 18:  |          |  |  |  |  |
| conditions        | uardian of<br>and grant my permission for the above nai<br>shop. I understand that my child must be |          |  |  |  |  |
| Date:             | Parent/Guardian Signature:  | Phone #  |  |  |  |  |