

Blue Grass Partners, LLC dba Empower Yoga Florida

WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY, THIS IS AN OFFICIAL DOCUMENT

The business of **Blue Grass Partners, LLC dba Empower Yoga Florida** includes services, rentals, purchases or leases of Blue Grass Partners, LLC dba Empower Yoga Florida and/or the utilization of the facilities, premises, and equipment of Blue Grass Partners, LLC dba Empower Yoga Florida, in engaging in Stand Up Paddle Boarding (SUP), SUP Yoga and other open water or sports activities (hereinafter referred to as "WATER ACTIVITIES").

I understand and agree that Blue Grass Partners, LLC dba Empower Yoga Florida, nor any of its owners, members, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity (hereinafter collectively referred to as "Empower Yoga") may be held liable or responsible in any way for any injury, death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in WATER ACTIVITIES or as a result of the negligence of any party, including the Blue Grass Partners, LLC dba Empower Yoga Florida, whether passive or active.

I, for myself, my heirs, executors, administrators, and representatives do hereby release, exempt, hold harmless, indemnify and covenant not to file any liability, loss, claim, demands and possible causes of action in any way resulting from or arising out of or in association with my participation in WATER ACTIVITIES whether arising from my negligence, gross negligence or intentional conduct or the negligence, gross negligence, or intentional conduct of Empower Yoga.

I understand and agree that I am not only giving up my right to sue Empower Yoga but also any rights my heirs, assigns or beneficiaries may have to sue Empower Yoga. I further represent that I have the authority to do so and that my heirs, assigns or beneficiaries will be stopped from claiming otherwise because of my representations to Empower Yoga I understand and acknowledge that WATER ACTIVITIES is an action sport and a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured because of a heart attack, panic, hyperventilation, drowning or any other cause whatsoever, that I expressly assume the risk of said injuries and that I will not hold Empower Yoga responsible for the same.

- I acknowledge outdoor activities, WATER ACTIVITIES, including instruction and travel to such activities, entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious emotional or physical injury, paralysis, death, drowning or damage or loss to myself, third parties and my own or others property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
- I understand Empower Yoga's staff have difficult jobs to perform. They seek safety but are not infallible. They might not be aware of a participant's abilities. They might

misjudge the weather, the elements, terrain, trail, or river route location. They may give insufficient warnings or instructions and the equipment being used might malfunction.

- Should Empower Yoga or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify them for all such fees and costs. I agree that this document and all other aspects of my relationship with Empower Yoga are governed by the laws of the State of Florida, and that any legal action resulting from my participation in this activity shall be brought only in Orange County, Florida. If any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
- I am in good mental and physical health and am not under the influence of alcohol or any drugs. I certify that I have no medical or physical conditions which could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition.
- I understand that I will be participating in WATER ACTIVITIES with marine life and wildlife. I understand and acknowledge that these are wild animals, and their behavior cannot be predicted or controlled. I understand that if I am injured by any such marine life or wildlife, regardless of the cause, I will not hold Empower Yoga responsible for any such injury or death.
- I will inspect all my equipment prior to the WATER ACTIVITIES and will notify Blue Grass Partners, LLC dba Empower Yoga Florida or their employee, agent conducting the WATER ACTIVITIES, if any of the equipment is not working properly. I will not hold the released parties responsible for my failure to inspect equipment prior to the WATER ACTIVITIES. I hereby represent that I will observe all applicable rules set forth by Empower Yoga and that I will conduct myself in a safe and prudent manner so as not to endanger the lives of persons or property of any individual. I understand that if I do not follow safety rules, my participation in the WATER ACTIVITIES will be immediately terminated.
- I hereby grant Empower Yoga the right to take and utilize photographs and video of me participating in WATER ACTIVITIES for the purpose of sale, promotion, advertising, trade or art without limitation, reservation, or compensation.
- I understand that I am not entitled to any form of reimbursement or refund for cancellation or me not entering the water.
- I further state that I am at least 18 years of age or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in the WATER ACTIVITIES. If I have joint custody of a minor, I have obtained the consent of both parents/legal guardians.

Please read and be certain you understand the implications of signing Express Assumption of Risks associated with the WATER ACTIVITIES.

EXPRESS ASSUMPTION OF RISKS

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the WATER ACTIVITIES to which I am about to engage, including but not limited to:

- Risk of injury from the activity and equipment utilized in the WATER ACTIVITIES is significant including the potential for permanent disability and death.
- WATER ACTIVITIES falls may cause cuts, broken bones and other injuries including death.
- Exposure to hidden or obvious obstructions and/or debris found in oceans, lakes, rivers, and tributaries can cause drowning or other harm or death.
- Possible equipment failure and/or malfunction of my own or others equipment.
- Running into objects, persons or animals including but not limited to fallen WATER ACTIVITIES, motorized watercrafts, barely submerged logs and stumps and other hazards that are not visible.
- My own negligence and/or the negligence of others, including employees, agents, independent contractors, or representatives of Blue Grass Partners, LLC dba Empower Yoga Florida, including but not limited to operator error.
- Hazards related to WATER ACTIVITIES which include but are not limited to collision, falling off of, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms and/or drowning.
- Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
- Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and/or varied wind, temperature, bacteria or weather conditions.
- Attack by or encounter with insects, reptiles and/or animals.
- Accidents or illness occurring in remote places where there are no available medical facilities.
- Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- My sense of balance, physical coordination, and ability to follow instructions.

I understand the terms herein are contractual and that I have signed this agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights.

This constitutes the entire waiver and may be modified only by a writing signed by both parties.

If you signed up for WATER ACTIVITIES with someone else, each of you are required to sign a Waiver and Release of Liability.

Your consent to this Waiver and Release of Liability is irrevocable and is mandatory before engaging in any WATER ACTIVITIES with Empower Yoga.

PLEASE COMPLETE THE FOLLOWING

Full (Legal) Name

Date of Birth

Email Address

Today's Date

Signature
