

**AM Yoga**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_ Receive AM Yoga Newsletter: Yes No

I, \_\_\_\_\_, understand and agree as follows:

**RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

In consideration of my participation (or the participation of the minor identified herein) in the participation in or instructional training provided in yoga classes, programs or workshops (the "Activities"), I agree to the following Release of Liability and Covenant Not to Sue (the "Release"):

1. **Acknowledgment and Assumption of Risks.** I understand that participating in the Activities is potentially dangerous and it involves significant risks of personal injury, death, and property damage. I hereby assume and accept responsibility for all risks of personal injury, death, and property damage which might be associated with my participation in the Activities whether known or unknown and whether attributable to my actions or inactions or the actions or inactions (including negligence) of anyone else.
2. **Release of Liability and Covenant not to Sue.** I hereby release and discharge AM Yoga, its owners, employees, instructors, associates, and agents (collectively, the "Released Parties") from any responsibility, liability, claims, damages, costs and expenses (including attorneys' fees), and from any causes of action either known or unknown, relating to or arising out of my participation in the Activities (collectively, "Liabilities and Claims"). Further, I hereby covenant not to sue or assert any claim against the Released Parties relating to or arising out of my participation in the Activities.
3. **Indemnity.** I agree to indemnify and hold harmless the Released Parties from and against any Liability and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of my participation in the Activities. If I am signing this Release on behalf of a minor, I agree to indemnify and hold harmless the Released Parties from and against any Liabilities and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of the participation in the Activities by such minor, including any claims made by or on behalf of such minor.
4. **Representations.** I represent that: (i) I am 18 years old or older; (ii) I know of no reason, medical or otherwise, which would prevent me from participating in the Activities; (iii) I understand that the Activities are not recommended for pregnant women, and agree to notify the instructor before each of the Activities in the event I am pregnant and choose to participate; (iv) I understand and agree that none of the information or instruction provided in the Activities constitutes medical advice; (v) I understand and agree that this Release is binding upon me, and my heirs and assigns; and (vi) if I am signing this Release on behalf of a minor, I represent that I have full legal authority to do so and realize the binding effect of this Release on them, as well as on myself.
5. **Consent to Medical Treatment.** If I, or the minor on whose behalf I am signing this Release, is injured or becomes ill, I consent to and authorize the provision of emergency first aid or medical treatment; however, I understand and that no one shall have any obligation to provided first aid or medical treatment.
6. **Photo/Video Release.** I grant permission to AM Yoga to take (or cause others to take) photographs and videos of me during the Activities, and to use the same for any purpose including but not limited to promoting, advertising and marketing. I acknowledge and agree that any such photographs and videos shall be the sole property of AM Yoga.
7. **Execution by Parent/Guardian.** If I am signing this Release on behalf of a minor, the pronouns "me" and "my" when used in reference to participation in the Activities shall refer to the minor (e.g., my participation shall mean the minor's participation).
8. **Interpretation and Venue.** This Release shall be construed according to the laws of the State of Michigan. Any action arising out of the Activities or this Release shall be litigated in either a state court located in Kent County, Michigan or the United States District Court for the Western District of Michigan.

**I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.**

Print Name of Participant \_\_\_\_\_ Age of Participant \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

*If Participant Is Under 18 Years Old:*

Print Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date: \_\_\_\_\_