



## AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name/Phone of Emergency Contact: \_\_\_\_\_

Do you have any physical limitations that could be aggravated by exercise (i.e. back, neck, shoulder or knee problems) - if so, please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **It is your responsibility to inform the instructor of your limitations before class begins.**

I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the classes offered at/by Yoga-Mojo and Long Life Wellness Center (LLWC). I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any of the yoga classes, programs, or workshops. I understand the risks associated with activities offered by Yoga-Mojo and LLWC and I agree to follow all instructions so that I may safely participate in classes, workshops, or other activities.

### **Waiver and Release of Liability**

I hereby **WAIVE AND RELEASE** Yoga-Mojo LLC and LLWC LLC, its owners, officers, employees, and instructors from any claim, demand, cause of action of any kind resulting from or related to my participation in the programs offered at the Yoga-Mojo / LLWC facility or where Yoga-Mojo / LLWC has been brought onsite to conduct classes or workshops or where Yoga-Mojo / LLWC instruction is provided. In taking part in the yoga classes, workshops, or training, I understand and acknowledge that I am fully responsible for any and all risks, injuries, or damages, known or unknown, which might occur as a result of my participation in the classes, workshops, or other activities.

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all yoga exercise activities, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training, including this yoga program. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initials: \_\_\_\_\_

**Release:** I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release Yoga-Mojo / LLWC and the hosting organization, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Yoga-Mojo / LLWC and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

**Arbitration & Governing Law:** The laws of North Carolina shall govern this agreement (without reference to its principles of conflicts of law), and venue for any proceeding shall be in North Carolina, and any right to jury trial shall be waived. I agree that my sole remedy for any dispute, whether in contract, tort, or otherwise, with Yoga-Mojo /LLWC is to submit to binding arbitration with an arbitrator within six months of the incident giving rise to the cause of action, even if that time is less than the applicable statute of limitations. In the event of arbitration, I will pay half of the costs of the arbitrator and other costs of arbitration, and I will be responsible for all of the costs for my own legal counsel.

I have read and understood the foregoing assumption of risk and release of liability and fully understand its content. I understand that by signing it I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights and voluntarily agree to the terms and conditions.

*Please practice mindfully and enjoy the many benefits of practicing yoga with Yoga-Mojo*

Print name: \_\_\_\_\_

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

If the participant is under the age of 18, as Parent or Legal Guardian of \_\_\_\_\_ I consent to the above terms and conditions.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_





# Safety Considerations for Participation in Mojo Studio Classes

- Consult your physician prior to participation in class -

Studio classes involve the movement of the physical body. Such activities and positions may be contraindicated for participants with injuries or who have physical or medical conditions. If any activity causes pain, it should not be done. Recognize the difference between sensations and pain and take special care to modify and adjust your practice to meet your individual needs.

**Please consult your physician or other health care professional before starting this or any other program to determine if it is right for your needs. Always advise your teacher of any injuries or conditions prior to the start of class.**

Condition	General considerations/suggestions
Eye and Ear Problems	Avoid inversions and breath retention
Hypertension/High Blood Pressure	Avoid unsupported inversions, breath retention, vigorous yoga and hot yoga
Knee Injury	Avoid pressure at the site. In addition, avoid intense stretches of the quadriceps/hamstrings. Do not hyperextend or do deep knee bends. Option: Increase padding under the knees when on the mat
Low Back Injury	Keep a bend in the knees and avoid deep forward bends
Menstruation	Participants may want to avoid fully inverted postures
Obesity	Avoid unsupported inversions until strength is available to support weight safely
Osteoporosis	Avoid any stress on the mid-spine (e.g., forward folds)
Pregnancy	Check with your doctor. At a minimum, limit or do not twist or hold inversions; Use a wall for balance poses and sit or lay on your right side when resting; Avoid prone positions as the pregnancy progresses
Sciatica	If pain is present, avoid poses that cause pain at the site and avoid prolonged forward folds
Upper Back/Neck Injury	Avoid inversions and weight bearing exercises of the neck/shoulders; avoid twists and bending of the neck

## **INFORMED CONSENT**

***By signing this document, I acknowledge that I have read the above safety precautions and will listen to my body, altering movement as needed and informing the instructor if anything is uncomfortable. In signing this document, I acknowledge being informed of the somewhat strenuous nature of the program and the potential for injury such as a pulled muscle, a torn ligament, a back injury or worse. By signing this document, I assume all risk for my health and well-being and hold harmless of any responsibility Yoga-Mojo, LLC, the facility or any persons involved with this program. I understand that questions and concerns about exercise procedures and recommendations are encouraged, welcomed and kept confidential. I have informed the instructor of any medical conditions and/or concerns that I have and will inform him/her if my history should change. I acknowledge, to the best of my ability, that I am in good health and have no known medical problems that would restrict my ability to participate in this exercise program.***

\_\_\_\_\_  
**Signature**

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