

LIABILITY WAIVER AGREEMENT

Name: _____ Age: _____

Birth Date: ____/____/____

Address: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

THIS LIABILITY WAIVER AGREEMENT (“AGREEMENT” OR “LIABILITY WAIVER”) IS A LEGAL DOCUMENT THAT SETS FORTH THE RELEASE AND WAIVER OF LEGAL RIGHTS RELATED TO YOUR PARTICIPATION IN YOGA CLASSES, PROGRAMS, AND ANY RELATED ACTIVITIES NOT LIMITED TO ACTIONS, EXERCISE, YOGA POSITIONS, AND STRETCHES (“YOGA ACTIVITIES”) WITH YOGA MAMA, LLC.

I, _____ the Participant, understand that in order to participate in Yoga Mama, LLC Yoga Activities, I must read this entire document and sign where indicated below agreeing to the full release of and agreement not to sue Yoga Mama, LLC, or Kyla Saphir, her heirs and assigns.

I understand that yoga includes physical activity and, as with all physical activity, there is the risk of injury of varying types and degrees, whether foreseen or unforeseen, which risk cannot be entirely eliminated. If I experience any pain or discomfort, I agree that I will immediately discontinue the activity, and ask for support from the instructor. I assume full responsibility for any and all damages that may arise or result of my participation in the Yoga Activities, whether or not sustained during a Yoga Mama, LLC class, and whether immediate or long term. I further agree and understand that solely I, the Participant and signatory of this Agreement may participate in Yoga Mama LLC Yoga Activities.

I understand that yoga is not a substitute for medical attention, examination, diagnosis or

Participant
Initial

Participant
Initial

treatment, nor is yoga recommended or safe under certain medical conditions. By signing this Agreement, I affirm that a licensed physician has verified the status of my health and physical condition as sufficient to allow me to participate in the physical activity required by the yoga program. I agree that I will make the instructor aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and my participation is at my own risk.

Participant
Initial

The yoga activities I engage in may be provided to me online or by similar electronic, video, or other digital means. I understand, acknowledge and accept that this type of activity may have disruptions in service, may be impacted by the nature and quality of the transmission, may not afford me the ability to see, perceive, or comprehend certain visual, audio, or physical cues, instructions, conditions, or other elements of the services provided by Yoga Mama Columbia LLC and/or may not provide you an opportunity or ability to perceive and/or render assistance in the event of an emergency or other situation that requires prompt or immediate attention. I understand that I have assumed the risk of such a situation of emergency or other situation requiring prompt or immediate attention, medical or otherwise, and I will take steps to avoid or deal with such situation of emergency or other situation requiring prompt or immediate attention, medical or otherwise at my location, as well as providing in writing via email to Kyla Saphir [kylajsaphir@gmail.com] such information I have regarding any condition that exists or I believe may arise during these yoga activities as soon as I become aware of such condition or as soon as reasonably practicable after becoming aware of such condition.

Participant
Initial

I understand that, during the course of the yoga activities, Yoga Mama LLC or Kyla Saphir may receive in some form information about me that would be considered as confidential or protected, including but not limited to medical, financial and personal information. This would include any such information that may be communicated during or pursuant to Yoga Activities I engage in online or by similar electronic, video, or digital means. I acknowledge that I have the sole responsibility to protect and prevent the disclosure of any such information.

Participant
Initial

I understand the invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

Participant
Initial

On behalf of myself, my heirs and assigns, I hereby irrevocably release and waive any and all claims, demands, causes of action and any other legal action I may have now or any time hereafter against Yoga Mama Columbia, LLC, Kyla Saphir or her heirs or assigns, and waive any

and all claims, demands, causes of action and any other legal action arising from my participation or enrollment in Yoga Activities.

Any amendment or alteration to this Liability Waiver must be executed by both me, the Participant, and Yoga Mama, LLC.

Participant
Initial

I have read this Liability Waiver in its entirety and fully understand and agree to the terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability and claims, demands, causes of action and any other legal action arising from my participation or enrollment in Yoga Activities, to the greatest extent allowed by all relevant laws to include in the laws of the State of South Carolina. Agreement to this Liability Waiver will act as my continued agreement in all ensuing classes, whether continuous or sporadic and regardless the medium of class delivery to include via digital instruction on Zoom, any other video conferencing tool, or in-person.

Participant
Initial

I certify that I have read, understand, and agree to all terms set forth in this Agreement.

Signature:

Date:
