

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of permission to use, today and all future dates the property, facilities, and services occurring at _____, I, _____ on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge and covenant not to sue, **Wendy Obstler**, her directors, officers, employees, volunteers, independent contractors and agents from liability from any and all claims arising from the ordinary negligence of **Wendy Obstler** or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in **YOGA Activities** including, but not limited to organized activities, meditation, breathing techniques, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY **Wendy Obstler** from all claims resulting from negligence and to reimburse her for any expenses incurred by **Wendy Obstler** in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that **Wendy Obstler** is not responsible for the injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the County of Los Angeles for the state of California.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **Wendy Obstler** provides facilities for and instructs **YOGA Activities**. These activities include weight bearing postures, stretching and exertions of strength using various muscle groups, some of which involve change of direction and sustained physical activity, as well as specific yogic breathing.

The specific risks vary from the postures being performed to the individuals practicing them, but in each equation the risks range from 1) minor injuries such as pulled muscles and sprains to 2) placing significant strain on the lower back, neck and joints, especially with those who have preconditioned problems as well as 3) complications arising from those with high blood pressure, risk of blood clots, eye conditions such as glaucoma, and osteoporosis. Furthermore, Yoga is no substitute for medical diagnosis and treatment. One should always consult a doctor before taking on any new exercise regiment, especially if the individual has any pre-existing medical conditions.

I have read the previous paragraphs and I know the nature of the activities instructed by **Wendy Obstler**, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible at **the above stated location**. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgement of Understanding: I have read this **waiver of liability and indemnification agreement** and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by the state of California.

Acknowledgement of Understanding: I have read this **assumption of risk** and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating or observing recreational activities at **the above stated location** to the greatest extent allowed by law in the state of California.

Client Name

Client Signature

Date

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

Please fill out, digitally sign, then email to spark@divinesparkyoga.com.