



RELEASE AND WAIVER AGREEMENT - PLEASE PRINT NEATLY!

Name \_\_\_\_\_ Cell Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ How did you hear about us: Sign/walk by  Social Media  Website

Friend \_\_\_\_\_  Google/Web Search  Other  \_\_\_\_\_

Emergency Contact Name and Number: \_\_\_\_\_

Before you begin your first class, we need you to clearly understand the risks of participating in our classes with us. The purpose of this release and waiver (this "Waiver") is to:

- Inform you about the activities we'll be doing together and what the risks of those activities are;
- Have you acknowledge that you are healthy enough to participate in the activities;
- Have you choose to voluntarily participate in the activities with a full understanding of the risks; and
- Release us from any and all liability related to you doing yoga with us.

Please be aware that if you do not sign this Waiver and agree to its terms, then we will not let you participate in our hot yoga classes.

**PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING, YOU UNDERSTAND YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.**

- Parties.** We will refer to Fry Hot Yoga Inc d/b/a The Hot Yoga Factory. as "THYF", "us", or "we" and we'll refer to you as "you" or "your."
- The Activities.** You will be participating in Hot Yoga, Hot Pilates, Buti Yoga and Yin classes at THYF. All of the Activities take place in a heated room.
  - Classes in our studio may involve the following activities (collectively, the "Activities"): flexibility training in the form of yoga positions, body weight exercises, strength exercises, mobility, range of motion exercises, breathing, pranayama, meditation exercises, relaxation exercises, and the use of props or other equipment provided by THYF.
  - The constant in all of these Activities is that they will involve stretching, performing yoga poses and physical exercise. The Activities may involve receiving adjustments from instructors, please advise us in advance if you do not want adjustments.**
- Inherent Risks.** You understand that participating in the Activities has inherent risks, some of which are more obvious than others. Injuries include but are not limited to: MUSCLE TEARS, MUSCLE STRAINS AND OTHER MUSCULOSKELETAL INJURIES, SPRAINS, BROKEN BONES, CARDIOVASCULAR COMPLICATIONS, DIZZINESS, EXHAUSTION, DEHYDRATION, AND FAINTING.
  - The risks listed above in Section 3 can result in serious harm and injuries that could change your quality of life and, in rare and extreme circumstances, may even result in permanent disability or death. You will progress at your own pace and will listen to your body. If at any point you feel overexertion, pain, or fatigue, you must assume the responsibility of respecting your body and take a rest. If you need to leave the room because it is too hot or you do not feel well, we urge you to do so.
- Affirmation of Health.** Before participating in any of the Activities at THYF, specifically exercise and yoga in a heated environment, you agree that you have sought medical advice regarding your ability to safely practice hot yoga. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate safely in the Activities. At any point, if you do not feel well during any class, you agree to pause your practice and communicate any problems to our instructors.
- Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with THYF. Your signature below and your participation in the classes at THYF illustrate your voluntary participation and assumption of the risks of doing so.
- Release, Waiver, and Indemnity.** YOU HEREBY RELEASE FRY HOT YOGA INC. AND THYF, ITS DIRECTORS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, FAMILY MEMBERS, AND ASSIGNS (THE "RELEASED PARTIES"), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY LIABILITY AND DAMAGES ARISING FROM PERSONAL INJURIES OR DEATH, HOWEVER CAUSED, INCLUDING OUT OF NEGLIGENCE, DURING YOUR PARTICIPATION IN THE ACTIVITIES AT THYF.
  - YOU ARE RELEASING THE RELEASED PARTIES AT YOUR OWN RISK AND YOU AGREE TO FORFEIT ANY AND ALL FORMS OF LEGAL RECOURSE WHICH MAY BE AVAILABLE TO YOU, INCLUDING BUT NOT LIMITED TO ANY FORM OF DAMAGES, AS A RESULT OF YOUR PARTICIPATION IN THE ACTIVITIES. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future. If THYF incurs attorney's fees and costs to enforce this Waiver, you agree to reimburse THYF for such fees and costs.
- General Legal Provisions. Jurisdiction.** This Waiver will be governed exclusively by the laws of the State of Massachusetts. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in this Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements, promises, or commitments. This Waiver may not be amended, changed, or altered except by another written agreement. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

*By signing below, you agree that you have read this Waiver and fully understand its contents and you voluntarily agree to be bound to all of its terms.*

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