

## **New Student Form** ~ <u>PLEASE PRINT</u> ~

Date
Name
Address
City
State Zip
Best phone # to reach you at
E-mail
Birthday
How did you hear about us?
Have you practiced Yoga before? Yes No
If yes, for how long and with whom or where?
Emergency contact name & phone
Relationship to you:
Membership can be suspended or canceled anytime for behavior which the Studio sees as inappropriate (initials)
Signature

Parent's signature if student is under 18

Please read and sign reverse side of this form:

## **Student Release & Waiver of Liability**

I acknowledge and agree that I will be participating in yoga classes, massages, workshops and/or private or public events onsite, offsite and/or online offered by UpDog Yoga, Inc. and/or the Downtown Wellness Union (hereafter the "School") during which I will receive instruction and information about yoga, exercise and other health and wellness, fitness, metaphysical or other topics (hereafter "Activities"). I recognize that the Activities, and yoga specifically, requires physical exertion which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. Further, I acknowledge and agree that during my participation in the Activities that instructors may physically adjust me. I understand that it is my responsibility to consult with a physician and/or other medical professionals prior to and regarding my participation in the School's Activities. I represent and warrant that I am physically and psychologically capable of and have no medical conditions preventing me from participating in the Activities.

In consideration with being permitted to participate in the School's Activities, I voluntarily agree to assume all risk of injury, illness, death, damage or loss to person or property (including economic and non-economic losses) which may result in any way from my participation in the School's Activities. I understand that the School is a public facility in which airborne viruses may be present. I agree that I will not hold the School liable for any illness which may be contracted by visiting a public facility and being in proximity with others. This includes the contraction of any disease, virus, allergy or related airborne or non-airborne pathogen or illness from my participation in School Activities. I affirm that I, or any household members, have not been exposed to or diagnosed with COVID-19 within the past 30 days.

In further consideration of being permitted to participate in the School's Activities, I forever release and discharge the School and it's affiliates, agents, officers, contractors, instructors, employees, successors and assigns from any and all claims, demands or liabilities of any type, present or future, known or unknown, suspected or unsuspected, anticipated or unanticipated, arising from or relating to my participation in the School's Activities including, but not limited to, photographs, video recordings, tape recordings, and/or any claims, demands or liabilities arising from the negligence of the School. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against the School or its members for any personal injury, property damage/loss, whether caused by negligence or otherwise.

I understand and agree that this Release and Waiver applies to any and all of my uses of and Activities at the School including, but not limited to, observation and inspection of the School, use of the premises and any equipment or other items located at the School, my participation in any School Activities, entering or exiting the School premises, and any offsite Activities wherein the School is hosting, instructing or otherwise affiliated or present. I agree that the School is not responsible for the safekeeping of my personal belongings while I attend class.

Neither the School nor its agents, employees, officers, members, contractors, instructors have made any representation concerning the nature and dangers associated with the Activities other than what is stated herein. This Release and Waiver of Liability contains the entire agreement between the parties, and supersedes any prior written or oral agreements concerning the subject matter herein and cannot be modified, waived or terminated without the written consent of UpDog Yoga, Inc.

I have read and fully understand the Release and Waiver, and have executed it voluntarily and without coercion.

## Signature: \_\_\_

## Print Name: \_\_\_\_\_

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

Parent's signature if participant is under 18 years of age. Parent or legal guardian warrants and represents that this Release Agreement, it's significance and the assumption of risk, has been explained to and understood by the minor child (children) or ward(s). I hereby release and agree to indemnify and hold harmless the School and its agents, employees, officers, members, contractors, instructors, successors and assigns from all liabilities incident to my minor child's (children's) involvement or participation as described above.