



WAIVER AND RELEASE OF LIABILITY

Name: _____

Date of Birth: ____/____/____ Age: ____

Address: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Express assumption of risk: I understand 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 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, the physical condition of myself and other participants, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, instructors, trainers, and lack of hydration. I am aware that any of these above-mentioned risks may result in serious injury or death. I willingly assume full responsibility of 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. I acknowledge that the instructor of any yoga class or exercise activity may be an independent contractor and not an employee of Buka Yoga, LLC. Accordingly, I understand that Buka Yoga, LLC has no control over the instructor or their instruction.

I understand that Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. I affirm that a licensed physician has verified my good health and physical condition to participate in such a fitness program. In addition, 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.

Release: I acknowledge that I am willingly participating in these activities and that I have assumed all risks of participation, including but not limited to, the risks described above. In return for allowing my participation in classes and instruction offered by Buka Yoga, LLC, I hereby release Buka Yoga, LLC, and its 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. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and agree that if any portion of this Agreement is invalid, the remainder will continue in full force and effect. If I am signing on behalf of a **minor child**, I also give full permission for any person associated with Buka Yoga, LLC 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: I recognize that there is risk involved in the types of activities offered. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. I agree to indemnify and hold harmless Buka Yoga, LLC and its 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.

Arbitration & Governing Law: This agreement shall be governed by the laws of the State of Colorado and the exclusive venue for any court proceeding shall be in Douglas County, Colorado. **I hereby waive any right to trial by jury.** I further agree that my sole remedy for any dispute, whether in contract, tort, or otherwise, with Buka Yoga 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 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.

Signature of participant: _____ **Date:** _____

If the participant is under the age of 18:

Name of Minor: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Date: _____