

WAIVER FORM

SECTION I: PERSONAL INFORMATION

First Name: _____ Last Name: _____

Address: _____

City: _____ Postal Code: _____

Gender: _____ Date of Birth (MM/DD/YYYY): ____/____/____ Phone: _____

Email: _____

*Emergency Contact: _____ Relationship: _____ Phone: _____

SECTION II: ADDITIONAL INFORMATION

What do you hope to get out of your yoga session? (Select all that apply)

- Postural Instruction Stress Management Centering Increased Body Awareness Pain Reduction
 Flexibility Improved Sleep Personal Practice Tips Exercise Breathing Techniques Strength
 Other: _____

What made you decide to inquire about yoga?

Do you practice yoga regularly? If yes, how often do you practice? What style of yoga have you tried?

Do you have specific areas of the body you want to work on? (ie: hips, hamstrings, shoulders, etc.)

Do you have pain and/or numbness in any of the following areas? (Select all that apply)

- Hands Wrists Elbows Shoulders Neck Lower Back Upper Back
 Feet Knees Hips Other: _____

Please list any health conditions or mobility concerns that you are comfortable sharing, if you are concerned would affect your practice (ie: injuries, recent surgery, pregnancy, etc.)

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SECTION III: RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK ("Agreement")

I, the undersigned, hereby acknowledge the inherent risks involved when using any type of fitness equipment, participating in health programs, exercise classes, dance classes, training sessions, workshops and any events that are in any way sanctioned or organized by **Jayme Fenwick, RYT** (hereinafter referred to as the "Yoga Studio") (hereinafter collectively referred to as the "Activity" or "Activities"). Accordingly, as consideration in exchange for being allowed to participate in the Activities at the Yoga Studio, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in Activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which may result not only from my actions, but also from the inaction or negligence of others, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in Activities at the Yoga Studio.
2. I agree that it is my responsibility to consult a physician prior to and regarding my participation in the Activities, and I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in these Activities.
3. I agree that prior to participating in any Activity at the Yoga Studio, I will inspect the area and all equipment to be used, and if, through my inspection, I determine that anything related to the Activity is unsafe, I will immediately advise the Staff of the Yoga Studio of this unsafe condition and will not participate until this condition is corrected.
4. I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability or death.
5. I acknowledge and agree that some of the risks and hazards in participating in the Activities are foreseeable, but others are not and that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid Activities shall be entirely at my own risk.
6. I hereby release, waive, discharge and agree not to sue Jayme Fenwick and her corporate assigns, employees, members, agents, independent contractors, directors, officers, agents, and affiliates (hereinafter collectively referred to as the "Releasees") from demands, losses, or damages on account of any negligence, breach of contract, breach of any statutory or other duty of care, bodily injury, death or property loss or damage caused or alleged to be caused in whole or in part by the Releasees or any other party's actions, inactions or otherwise connected with my preparation for, or in participation in, the aforesaid Activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Releasees. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my actions.
7. I understand that the Releasees do not assume any responsibility whatsoever for my safety during my preparation for or participation in the Activities.
8. I consent to emergency medical care and transportation to obtain treatment in the event of injury to me as the Yoga Studio may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
9. I expressly agree that the terms of this release and indemnity contained herein are intended to be as broad and inclusive as permitted by the laws of the Province of Saskatchewan. Any provision or portion of this Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.
10. I hereby grant Jayme Fenwick permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of Jayme Fenwick and will not be returned. I hereby irrevocably authorize Jayme Fenwick to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge Jayme Fenwick from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.
11. I agree that I have carefully read this Agreement, that I fully understand same, and that I am freely and voluntarily executing same and am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees. I acknowledge that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
12. I acknowledge and agree that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement.
13. I understand clearly that the Releasees would not permit me to participate in any such Activities unless I signed this Agreement.
14. I acknowledge and agree that this Agreement applies to all the aforesaid Activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in the Activities in order to be effective.
15. I acknowledge and agree that in entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

BY SIGNING THE BELOW, I accept and agree to the terms and provisions contained in this agreement.

Signature

Date