

RELEASE

The undersigned (“Participant”) is a participant in a Yoga Calm™ course or training (“Class”) conducted by the certified instructor identified below (“Instructor”). By participating in a Class, and as a condition for the opportunity to do so, the Participant acknowledges and agrees as follows.

- 1. Assumption of Risk.** All exercise and fitness activities involve some inherent risks of injury, damage, disability or, under rare circumstances, death. Consultation with a physician or other appropriate health-care professional is highly recommended before commencing any form of exercise or fitness activities. If Participant makes a decision to participate in a Class, the Participant is responsible for seeking and obtaining medical clearance to do so. If Participant decides to participate in a Class, whether with or without medical clearance, the Participant is doing so at his or her own risk, including risks of injury, damage, disability, or death.
- 2. Age of Participant.** Unless otherwise noted below, Participant is 18 years of age or older and an adult of legal age in the state of his or her residence. If the Participant is a minor who seeks to participate in a Class intended for children or adolescents, then the undersigned parent or guardian of the Participant (“Parent/Guardian”), acting on behalf of himself or herself and the Participant, ratifies and approves this Release and agrees that both Participant and Parent/Guardian will be bound by all terms and conditions of this Release.
- 3. Release of SMY.** Still Moving Yoga, LLC (“SMY”) is engaged in the business of training and certifying yoga instructors and publishing yoga instructional resources under its trademark, YOGA CALM™. Certified Instructors are entitled to make limited use of the YOGA CALM™ mark under license from SMY while their certifications remain in effect. SMY does not supervise or direct the instructional or other activities of an Instructor and makes no representations, warranties or indemnities regarding such activities. The Participant is responsible for ensuring that the certification of the Instructor is up to date and in full force and effect by contacting SYM at info@yogacalm.org. The Participant acknowledges and agrees that SMY is not responsible or liable in any manner whatsoever for any act or omission of any Instructor and/or any of Instructor’s employees, contractors, lessors, vendors, agents or other related parties, whether in connection with the Class or otherwise, and/or the condition of any venue where the Class is conducted, and/or any equipment or materials used in connection with the Class.
- 4. General Release and Waiver of Claims.** In consideration of the Participant being permitted to participate in the Class, and to the fullest extent permitted by law, the Participant, by signing this Release and by his or her participation in the Class, voluntarily releases, waives, discharges and gives up, in advance of any participation in the Class, any claims and causes of action of any and all kind whatsoever that Participant may be entitled to assert against SMY, the Instructor, and any of their respective shareholders, members, directors, officers, employees, contractors, lessors, vendors, agents or other related parties, other participants in the Class and all others, as applicable, including but not limited to Naomi LeongN, and releases all of the foregoing persons from any and all liability for injury (whether physical, emotional, mental, or otherwise), death, damage, and/or loss suffered by Participant while participating in the Class, using the venue or other facilities where the Class is offered, engaging in any activities incidental thereto, including traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of those released in this Release.

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5. **General Provisions.** The Participant’s intent is to give full legal validity to this Release and to bind the Participant, the Parent/Guardian if applicable, and their respective heirs, executors, administrators, successors and assigns. If any part of this Release is deemed to be invalid, this Release shall remain in full force and effect on its remaining terms and conditions. If the Participant or anyone else ever attempts to disaffirm or void this Release, the Participant agrees to indemnify and hold all of those released in Section 4 above absolutely harmless from any and all such attempts, claims, suits or causes of action, judgments and all costs or expenses of those released hereby, including all reasonable attorneys’ fees.

It is agreed that only the laws of the State of Washington and the United States of America shall apply to this Agreement and that it is to be given full and complete effect to the fullest extent provided by law.

Agreed and confirmed:

Participant: _____ Date: _____
Signature of Participant

Print Name: _____

Participant’s Email Address: _____ Cellphone: _____

Mailing Address: _____

Print Name of Instructor: Naomi Leong

Approval of Parent/Guardian for Minor Participant

If the Participant named above is a minor, then the undersigned Parent/Guardian hereby affirms under penalty of perjury that he or she is the lawful parent or guardian of the Participant, is fully empowered under applicable law to act on behalf of the Participant, hereby ratifies and approves this Release and agrees on behalf of Parent/Guardian and the Participant to be fully bound by its terms and provisions, and agrees to cooperate with SMY in taking such actions as may be necessary to secure judicial approval of this Release if SMY elects to do so.

Agreed and confirmed:

Parent/Guardian: _____ Date: _____
Signature of Parent/Guardian

Print Name: _____

Parent/Guardian’s Email Address: _____ Cellphone: _____

Mailing Address: _____