

FAQ and Disclaimer on Use of the Sample Release and Waiver of Liability for Yoga Schools and Teachers

Disclaimer:

THESE MODEL FORMS ARE FOR BASIC INFORMATIONAL PURPOSES ONLY. EACH PARTICULAR SITUATION MAY REQUIRE DIFFERENT PROVISIONS THAN THOSE SET FORTH IN THIS FORM. CONSULT WITH COUNSEL IN YOUR JURISDICTION TO ENSURE THAT THIS FORM COMPLIES WITH THE APPLICABLE LAW IN YOUR STATE. THE DISTRIBUTION AND USE OF THIS FORM DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP

1. Who can use these forms?

There are two forms. One is for studios and wellness businesses and one is for teachers. These forms cover both physical classes and classes in an online environment.

2. Who should sign the forms?

We recommend that you have all of your students sign the forms. Those students who have previously signed a form should sign the new form.

3. What about insurance?

We recommend that you check with your insurance company to make sure that your policy covers online yoga classes. If you post a

_____Yoga School
Release And Waiver Of Liability
(School Release)

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by _____ (the “School”). The Activities may be offered in the physical location of the School or offered online by videos, television, podcasts, apps or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”

2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I

recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician's advice. I understand that the School reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities at the School, including those which may result from the negligence of the School.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the School, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities at the School even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

7. I hereby understand that the School from time to time may photograph, video, or otherwise record classes or events occurring at the School and place such photographs and videos on its Website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.

8. This agreement shall be construed in accordance with, and governed by, the laws of the State of _____ and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in _____. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

Signature of participant: _____

Date: _____

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Your use of this form does not create an attorney-client relationship. You should seek specific legal advice before using this form. Lilalabs Publishing LLC, Gary Kissiah and Yoga Alliance expressly disclaim any liability, losses or damages of any kind caused, or alleged to be caused from or out of the use of this form. You accept and assume the full risk in using this form and, by your use of this form, you hereby release Lilalabs Publishing LLC, Gary Kissiah and Yoga Alliance from any liability, claim, or expense whatsoever. Yoga Alliance has only provided marketing support for distribution of this form, has not participated in the preparation of this form and has not reviewed this form for accuracy or compliance with any laws or regulations.

yoga class online for anyone to view, they will not have signed a release. Your insurance policy is an important way to protect yourself against legal liability.

4. What else can I do to protect myself from liability?

We recommend that you include a link from your online platform to the terms of use on your website. The use of your online platform should be subject to your terms of use. The terms of use should include a limitation of liability and a waiver.

5. Should I still obtain local legal advice?

These forms are for informational purposes only and we recommend that you engage a local lawyer to make sure that the release is enforceable under the laws of your state.

_____Yoga School
Release And Waiver Of Liability
(School Release)

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

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3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities at the School, including those which may result from the negligence of the School.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the School, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities at the School even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

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I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

Signature of participant: _____

Date: _____

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_____Yoga

Release And Waiver Of Liability

(Yoga Teacher Only Release)

Name _____ Street Address

_____ City, State & Zip Code

_____ Phone Number

_____ Email

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by _____ (the “Teacher”). The Activities may be offered in the physical location of the Studio or offered online by videos, television, podcasts, apps or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”

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3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities, including those which may result from the negligence of the Teacher.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the Teacher and any of Teacher's employees, independent contractors or assistants (each, a "Released Party") that I may sustain as a result of participating in the Activities even if the Claim arises from the negligence of Released Party or anyone else.

I agree to indemnify and hold harmless Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of Released Party or anyone else.

"Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of any Released Party.

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Signature of participant:

Date: _____

If participant is under 18:

As legal guardian of _____, I consent to the above Release and Waiver of Liability

Signature of parent/guardian:

Date: _____

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