



**RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR
VOLUNTARY PARTICIPATION IN YOGA CLASSES & ACTIVITIES**

This VOLUNTARY RELEASE AND WAIVER OF LIABILITY (this "Release") is executed as of the date signed ("Date") by _____ (Name please print) ("I" or "me") in favor of COIL Yoga, a sole proprietorship, ("COIL Yoga").

1. **Statement of Voluntary Participation.** COIL Yoga offers voluntary yoga classes to the public. I agree that I have been provided a reasonably opportunity to review this document and to ask any questions I may have prior to signing it. I desire to voluntarily participate in COIL Yoga's classes, events and in-person and virtual activities ("Activities"). I acknowledge that my participation in the Activities is completely voluntary. In exchange for being allowed to participate in the Activities and for other good and valuable consideration, I hereby freely, voluntarily, and without duress execute this Release and agree to the terms below. I understand I may consult an attorney before signing this Agreement.

2. **Statement of Health.** I understand that participation in the Activities requires physical and mental strength, stability and flexibility. I understand and agree that I alone am responsible for deciding whether to participate in the Activities. I agree that I am mentally and physically healthy enough to participate in the Activities, and that I have had the opportunity to consult my healthcare provider regarding my participation if I desire. If I have a mental or physical condition, I agree to provide a release from a healthcare provider to COIL Yoga before participating in the Activities. I agree that if I develop a new mental or physical condition during participation in the Activities, I will consult a healthcare provider regarding the safety of my continued participation in the Activities and, if safe to do so, I will provide a release from a healthcare provider to COIL Yoga before continuing to participate in the Activities. I understand and agree that if I need an accommodation due to a disability, I should seek such accommodation from a member of COIL Yoga's management staff.

3. **Notice Regarding Risks of COVID-19.**

COVID-19, is a highly infectious, dangerous, potentially life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19's highly contagious nature means that contact with others or contact with surfaces that have been exposed to the virus, can lead to infection. COVID-19 may cause severe illness, injury, disability or, in some cases, death. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, regardless of vaccination status, or may never become symptomatic at all. Further, new scientific information may be discovered which uncovers new risks we are not currently aware of. In choosing to participate in the Activities, I understand and voluntarily agree to the inherent risks of doing so in light of the COVID-19 pandemic.

4. **Duties & Obligations.** I agree to abide by any and all rules, policies, warnings and requirements, whether verbal or in writing, of COIL Yoga while participating in the Activities including, but not limited to, COIL Yoga's COVID-19 Response and Vaccination Policy, as it may change from time to time. This includes becoming vaccinated against COVID-19 at my own risk. I understand and agree that COIL Yoga will not be held liable or in way responsible for adverse reactions I may experience as a result of becoming vaccinated.

5. **Assumption of Risk.** I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards, liabilities and risks, including, but not limited to, personal injury to myself. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities, regardless of whether such risk is a result of the negligence, recklessness or willful acts of Coil Yoga or any other third-party.

6. **Release and Waiver.** I hereby fully and forever release and discharge COIL Yoga, its owners, clients, members, officers, agents, contractors and employees (“Releasees”) from, and expressly waive, any and all liability, claims, demands, actions and causes of action of whatever kind or nature, either in law or in equity, that may arise out of my participation in the Activities, including, but not limited to, any loss, damage, injury (including death), that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating the Activities (“Release”). This Release is binding on and inures to the benefit of the Releasees and me, and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASEES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I AGREE NOT TO MAKE OR BRING ANY SUCH CLAIM OR DEMAND AGAINST THE RELEASEES.

7. **Indemnification.** I hereby agree to indemnify, defend, and hold harmless COIL Yoga from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

8. **Miscellaneous.** I hereby agree that this Release represents the full understanding between COIL Yoga and me with regard to my voluntary participation in the Activities, and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California, without reference to any choice of law doctrine.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RELATED TO MY VOLUNTARY PARTICIPATION IN THE YOGA COURSE.

Signature: _____ Date: _____