Felt Sense Yoga / Deb McDermott Yoga

Release And Waiver Of Liability

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby agree to the

Following:

1. I am participating in yoga classes (“Activities”) offered by Deb McDermott (the“Teacher”).

2. I recognize that I must be in adequate physical and mental health to participate in

the Activities. 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 Teacher reserves the right to refuse my participation in

any Activity on medical, fitness or any other grounds.

3. 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 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.

7. This agreement shall be construed in accordance with, and governed by, the laws

of the State of New York and that all actions, suits, claims and proceedings

relating to this agreement shall be brought in a court of competent jurisdiction

located in New York. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If participant is under 18:

As legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I consent to

the above Release and Waiver of Liability