



Damselfly Yoga LLC dba Damselfly YogaSpa  
12500 W. 58<sup>th</sup> Ave., Unit 102, Arvada, CO 80002

## Student Release and Waiver of Liability

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Email Opt-In: \_\_\_\_\_ Birthday: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and other exercise and healing arts activities (collectively "Activities") offered by Damselfly Yoga LLC dba Damselfly YogaSpa ("YogaSpa") and/or its owners, instructors, teachers, workshop presenters.
2. I recognize that I must be in good physical and mental health to participate in the Activities. I understand that the Activities require physical exertion and I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in Activities. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Activities. If I have consulted a physician, I have taken the physician's advice. I understand that the YogaSpa reserves the right in its absolute discretion to refuse my participation in an Activity on medical or fitness grounds.
3. I am in proper physical condition to participate in the Activities, and I am aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury and potentially heart attack. I also understand that I could experience muscle, back, or bone injuries during exercise. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I understand that it is my continuing responsibility to inform the instructors, teachers and workshop presenters of any previous medical conditions, injuries or surgeries prior to my first class and any future changes to my medical condition.
4. In consideration of being permitted to participate in 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 Activities at the YogaSpa.

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

"Claims" include but are 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 children may suffer or that my 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 Released Party for any Claim caused by any negligence or other acts of a Released Party.

7. I hereby understand that the YogaSpa from time to time may photograph or video classes or events occurring at the YogaSpa and place such photographs and videos on its Website for FaceBook for marketing purposes. I hereby consent to the use of my image that may appear in any such photograph or video.

8. I hereby understand that by providing my email address, I agree to receive email newsletters from Damselfly YogaSpa and may opt out at any time.

9. This agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.

I acknowledge that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this release and waiver of liability, 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.

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Signature of Participant

Date

If participant is under 18:

As legal guardian of \_\_\_\_\_

I consent to the above Waiver of Release and Assumption of Liability

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Signature of parent/guardian

Date