

# *Release of Liability*

READ BEFORE SIGNING

For and in consideration of being allowed to participate in the yoga and wellness festival event, on the plaza of the Adam Clayton Powell State Office Building in Harlem, New York on Saturday, May 20, 2017 from 8:00AM - 6:00PM.

I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. I acknowledge the risks and dangers that may arise as a result of these activities, which are inherently dangerous, **including, but not limited to: ankle sprains and fractures, wrist joint and muscle injuries, lower back strain, knee joint injuries, injuries from improper technique or over-stretching, tripping, or falling, such as sprains and broken bones; injuries from over exertion such as stroke, paralysis and even death.** I understand that it is my responsibility to consult with a physician prior to and regarding my participation in Yoga, dance, and exercise. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in Yoga classes, dance, and exercise. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health. I also understand that unanticipated and unexpected dangers may arise during my movements in and around the plaza of the Adam Clayton Powell State Office Building and I assume all risks of injury to my person and property that may be sustained in connection with the above described and associated activities.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, direct and indirect, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF The People of the State of New York, and their officers, officials, agents and/or employees (“Releasees”), or others. This includes all officers, officials, agents and/or employees, volunteers and staff of Land Yoga, SoulFEST NYC, Northstar Creative LLC and NY YOGA + LIFE™. I assume full responsibility for my participation in the program. In the event that I am injured, I agree to assume any financial obligation, either through my personal health insurance, or through some other means, for any medical costs which I incur. The Releasees assume no responsibility for any medical expenses, injury or damage suffered by me in connection with this activity. This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue and is made voluntarily by me.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the New York State Office of General Services immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the People of the State of New York, and their officers, officials, agents and/or employees (“Releasees”) including all officers, officials, agents and/or employees, volunteers and staff of Land Yoga, SoulFEST NYC, Northstar Creative LLC, and NY YOGA + LIFE™, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. It is agreed that any and all litigation arising from this program will be filed in Albany, New York.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

AGE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_