

## Liability Waiver Form

### SECTION 1: Personal Information

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Alternate Emergency Contact Name: \_\_\_\_\_ Emergency Contact #: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ Fitness Goals \_\_\_\_\_

### SECTION II: Risk Assessment

Heart Disease YES NO

Shortness of Breath or Chest Pain YES NO

Significant Bone/Joint/Muscle Pain YES NO

Heart Murmurs YES NO

Abnormal Resting EKG YES NO

Diabetes YES NO Insulin Dependent? YES NO

Asthma YES NO Inhaler YES NO

Inhaler with you YES NO

Any Other? Please Explain: \_\_\_\_\_

Allergies: \_\_\_\_\_ EpiPen? YES NO

Are you active? YES NO

Activity or Exercise \_\_\_\_\_

Times Per Week : \_\_\_\_\_

Minutes per Session: \_\_\_\_\_

Are you currently taking any medications? YES NO Type: \_\_\_\_\_

### SECTION III: AGREEMENT

I, \_\_\_\_\_, agree and acknowledge that I am fully aware that participation in the Activity involves risks and I accept all of the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of Released Party (as defined below) or anyone else.

1. "CLAIMS" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity, "Released Party" means Gold Lotus Yoga & Pilates or any of its affiliates, franchises and their respective representatives directors, officers agents, employees or volunteer staff.
2. I agree and acknowledge that:
  - a. I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.
  - b. I understand my physical limitations and am sufficiently aware to stop physical activity before I become ill or injured.
3. I accept full responsibility for any product or technology loaned to me as part of participation in the Activity and commit to return the same in good working order.
4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or claims I may have, now or in the future, against any released party, even if the claims are based on the carelessness or negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.
5. I agree not to sue any release party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or Liability (including any reasonable legal fees they may incur) 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.
6. I am aware that there is no obligation for any person to provide me with medical care during the activity. I understand and acknowledge that:
  - a. There may be no aid stations available for the Activity.
  - b. If medical care is rendered to myself, I consent to that care if I am unable to respond.
7. I am aware that it is advisable to consult a physician prior to my participating in the Activity. If I have consulted a physician, I have taken the physician's advice.
8. I grant my permission the Released Party and any transferee or license or any of them, to utilize any photographs, motion pictures, videotapes, DVD's, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose (likeness) including commercial use by the released parties, their sponsors and licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.
9. No warranties or representations have been made to me about the Activity which are not stated on the form. I understand and intend that this document acts as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.
10. If any provision of the agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
11. I have fully read and understand this agreement, I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the released Party.

12. I hereby acknowledge that I may be required to use an automobile to travel to and from the activity or as part of the Activity. I hereby acknowledge that I have the authority to use such automobile and that the automobile and that use of the automobile in the Activity will be at my own risk.

**I also Understand the (please initial):**

\_\_\_\_\_ All payments are non-refundable or transferable for any reason, including, but not limited to vacation, illness and injury.

\_\_\_\_\_ The scheduling and content of activities may be changed on occasion.

\_\_\_\_\_ ALL N.S.F. checks will be charged a \$50.00 (CDN) fee.

\_\_\_\_\_ I will notify instructors immediately of any pain and/or major discomfort felt by my child during any activity.

\_\_\_\_\_ I am responsible for bringing my required equipment to every activity (yoga mat/water bottle) where applicable.

\_\_\_\_\_ If any health concerns/conditions change or new health concerns/conditions transpire or medication dosages change or if I start taking new medications, I will immediately notify the Released Party.

BY SIGNING BELOW, I, \_\_\_\_\_ accept and agree to the terms and provisions contained in this agreement.

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**