

Yoga Waiver

SECTION I: PERSONAL INFORMATION

* Name (Parent & child) :

*Address:

*Phone:

*E-mail:

*Emergency Contact & Relationship:

*Emergency Contact Phone:

SECTION II: RISK ASSESSMENT

Please indicate any health/physical challenges or special situations, such as Diabetes, Asthma, serious allergies, etc. :

Please list any medications you/your child may need in case of emergency:

SECTION III: AGREEMENT

1. In consideration of participating any activities offered by Embodied Art Therapy & Yoga/Catherine Rosa, I agree and acknowledge that I am fully aware that participation in the Activities involve risks and I accept all the risks of participating.

2. "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. Catherine Rosa or Embodied Art Therapy & Yoga and or any of its affiliates and their respective representatives, directors, officers, agents, employees or volunteer staff.

3. I agree and acknowledge that:

a. I and or my child, _____ is/are in proper physical condition to participate in the Activities, and I am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.

b. I understand my child's physical limitations and he/she is sufficiently self-aware to stop physical activity before becoming ill or injured.

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 Catherine Rosa/Embodied Art Therapy & Yoga, even if the Claims are based on the carelessness, negligence or gross negligence. Without limiting the foregoing, I further release any resources which I may now or hereafter have resulting from any decision of any Released Party.

5. I agree not to sue Catherine Rosa/Embodied Art Therapy for Claims, even if the Claims arise from the carelessness, negligence or gross negligence (reimburse for any loss) and hold harmless Catherine Rosa/Embodied Art Therapy & Yoga 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.

6. I am aware that there is no obligation for any person to provide me/my child 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 my child, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

7. I am aware that it is advisable to consult a physician prior to participating in provided activities. If I have consulted a physician, I have taken the physician's advice.

8. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

9. If any provision of this 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.

10. 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.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

Signature & Date: