



WAIVER AND RELEASE OF LIABILITY

Welcome! Before participating in Yoga Shapes's services, we need you to thoroughly read, understand, and agree to this Waiver and Release of Liability (the "**Waiver**"). The purpose of this Waiver is to clearly communicate some risks of your child participating with us and to have you release Yoga Shapes of any liability if your child should get injured, sick, or have any complications or side effects, if any of these things are lost, stolen or broken, or if anything else goes wrong. Please be aware that if you do not sign this Waiver and agree to its terms, your child will not be permitted to participate in any services.

All minors in the State of Texas or in your place of residence - your legal guardian must sign this Waiver on your behalf.

PLEASE READ CAREFULLY TO MAKE SURE YOU UNDERSTAND THIS WAIVER. PLEASE ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. BY SIGNING THIS, YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS TO SUE, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.

1. **Parties.** We are Yoga Shapes Wellness, LLC, a Limited Liability Company based in the State of Texas. In this Waiver, we will refer to ourselves as "**Yoga Shapes**," "**us**," "**we**," and "**our**." We'll refer to you, the undersigned (electronically or by hand), or the person who has clicked "I Agree" (or something similar) to this Waiver, as "**you**" or "**your**."
2. **The Activities.** As part of your services with Yoga Shapes, your child may participate, in person or online, in joyful and supportive Yoga and exercise classes, sessions, events, workshops and more, all of which may involve but are not limited to the following ("**Activities**"):
 - 2.1. Stretching, strength and flexibility training in the form of poses, exercises, flows, dance, and other styles of movement, breath work, mindfulness activities, visualization, and relaxation.
 - 2.2. At some stages, the Activities may involve minor physical contact between students and instructors and between students themselves. At no stage will we restrict or hold a student or physically adjust a movement.
 - 2.3. The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of Yoga Shapes's facilities, including outdoors. You agree that you are responsible for the safe facilitation of your child participating in the Activities happening outside of our facilities.
3. **Equipment.** In the course of the Activities, you may use a variety of equipment, which could include but is not limited to blocks, straps, mats, blankets, pillows, breathing balls, sound bowls, books, straws, feathers, essential oils and mindfulness objects such as bubble timers, (the "**Equipment**"). Please do not use any equipment not instructed by Yoga Shapes. You understand that we will do everything to reasonably maintain the equipment, it is possible that the equipment may break or fail, and the risks of any such failure may result in the risks outlined below.
 - 3.1. Please note that we may add new and different Equipment in the future in providing the Activities which will be of a similar nature as the Equipment listed above. You accept the risk of any future and similar related Equipment you may use in the future to participate in the Activities.



4. **Inherent Risks.** You understand that participation in the Activities may pose inherent risks, some more serious than others. These risks can result in serious harm and injuries that could change the quality of life and the ability to earn an income and, in very rare and extreme circumstances, could even result in death.
 - 4.1. Risks of physical injury may include but are not limited to things like muscle tears, strains, and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, fainting, head injuries, concussions or concussion symptoms and PTSD.
 - 4.2. There is also a risk of exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and the use of shared space, surfaces, or Equipment.
 - 4.3. There are risks posed by participating in the Activities online, as there is no qualified in-person supervision or space provided for your child. You will therefore need to ensure the safety of your child participating in the Activities, using your judgment on how they can safely participate, not allowing them to push themselves too far or attempt anything they (or you) feel unsure how to perform.
 - 4.4. If the Activities are being performed outdoors, there are additional risks such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants, and other environmental factors. You understand and agree it is your responsibility to ensure a safe space, including the school environment, for your child to perform the Activities.
 - 4.5. We would like to emphasize that your release of our liability is not limited in any way to these risks. The risks listed above are only examples. To be completely clear, you are agreeing not to sue us at all.
5. **Affirmation of Health.** By participating in any Activities with Yoga Shapes, you affirm that you have sought medical advice regarding your child's fitness or are certain of their ability to engage in the Activities. If they have any pre-existing medical conditions (e.g., asthma, diabetes, heart disease), physical injuries, weakness, or are post-surgery, you should consult with your doctor first before allowing them to engage in the Activities. Please stress that your child should communicate and inform us IMMEDIATELY if at any point they do not feel well during the Activities.
6. **Voluntary Assumption of Risk.** You certify that you have read this Waiver and understand the risks of your child participating in the Activities with Yoga Shapes. By signing this Waiver or clicking "I Agree" (or something similar), you are showing your voluntary engagement and assumption of the risks of the Activities.
7. **Lost or Stolen Personal Items.** You agree that it is solely your child's responsibility to safeguard their personal items, and Yoga Shapes is in no way responsible for any of their personal property that is damaged, lost, or stolen before, during, or after their participation in the Activities.
8. **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against Yoga Shapes Wellness, LLC and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, landlords, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") with respect to any and all liability and damages incurred during, or in any way associated with, your child's participation in the Activities with Yoga Shapes, however caused, including as a result of the Released Parties' negligence, including but not limited to damage to or loss of personal property, personal injuries, death, illness, or any cause of action related to premises liability. You are releasing the Released Parties at your own risk, and you agree to forfeit any and all forms of legal recourse that may be available to you, including but not limited to any form of damages, as a result of your child's participation in the Activities. You agree that this provision applies to you, your family, heirs, executors, or anyone else who may be able to bring legal action on your behalf in the future.



- 9. Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing Activities and any further interactions with Yoga Shapes, whether in person, online, or via video conferencing tool.
- 10. Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the State of Texas or such other arbitrator mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
- 11. General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Texas. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Texas. **Severability.** If any terms or provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Online Agreement.** The parties agree that this Waiver may be signed electronically or agreed to by having you click "I Agree" (or something similar), the effect of which will be the same as signing by hand.

You agree that you have read this Waiver and fully understand its contents. You also agree to be bound to all of its terms.

Printed name of Guardian _____

Signature of Guardian _____ Date _____

Name of Minor Participating _____