



Hummingbird Heart
YOGA

Hummingbird Heart Yoga LLC Release and Waiver of Liability

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT IN CONSIDERATION of being permitted to participate in any way in HUMMINGBIRD HEART YOGA LLC yoga classes, aerial practices, and events (collectively "Activities")(which I acknowledge I would not be allowed to participate in but for signing this agreement) I, for myself and for my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree if at any time I believe conditions to be unsafe. I will immediately discontinue further participation in the Activity. I assume full legal and financial responsibility for my participation in the Activities.
2. FULLY UNDERSTAND THAT; (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (collectively "RISKS:"); (b) these Risks may be caused by my own (or the minor's own) actions or inactions of the Releases named below; (c) there may be OTHER RISK and SOCIAL and ECONOMIC LOSSES known or unknown to me or not readily foreseeable at this time; and I FULLY ACCEPT and ASSUME ALL SUCH RISK AND ALL RESPONSIBILITY FOR LOSSES, COSTS, and DAMAGES I or the minor incur as a result of my participation or that of the minor in the Activities.
3. HEREBY RELEASE, DISCHARGE, and COVENANT NOT TO SUE HUMMINGBIRD HEART YOGA LLC or any owner, representatives, administrators, directors, agents, member, volunteers and employees or other participants, any sponsors, advertisers, and, if applicable, any owner and lessors of premises on which the Activities take place, (each considered one of the "RELEASES" herein) FROM ALL INJURIES, LIABILITIES, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY OR THE MINOR'S ACCOUNT INCURRED IN CONNECTION WITH THE ACTIVITIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this agreement I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a result of such claim.
4. I grant full permission to the Releases with no obligation to compensate me to use my and/or the participant's child's name, voice, statements, image, likeness, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of my and/or my participant's child's performance (s) in the Activities in perpetuity worldwide in any manner in any and all media, whether now known or hereafter devise (the "Materials"), and represent that I have the right to grant such permission.

Participant's name: _____ Participant's Address: _____

Email Address: _____ Phone Number:(_____) _____ - _____

Signature: _____ Date: ____/____/____

FOR MINOR:

Participant (s) Name: _____ Parent or Guardian name: _____

Parent or Guardian signature: _____ Date: ____/____/____

Email Address: _____ Phone Number:(_____) _____ - _____

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intent to be a complete and unconditional release of liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

MINOR RELEASE: And I, the minor's parent or legal guardian, understand the nature of the activities and the minor's experience and capability and believe that minor to be qualified, in good health, and in proper physical condition to participate in such activities. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releases from all liability claims, demands, losses, injuries or damages on the minor's account arising from or relating to the activities, including those caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and furthermore agree that if, despite the release, I, the minor or anyone on the minor's behalf makes a claim against any of the releases named above, I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as a result of any such claim.