

Sam Goldman Hot Yoga Auburn, LLC. Liability Waiver, Release and Informed Consent

I have enrolled in the hot yoga fitness program offered by Sam Goldman Hot Yoga Auburn, LLC., a Massachusetts Limited Liability Company (“Hot Yoga Auburn”) which includes each of and, all of the classes, offered by Hot Yoga Auburn, including without limitation, 26/2 Hatha, Inferno Hot Pilates, Barre, Vinyasa, Cardio Dance Revolution, Yin Yoga and such other classes offered from time to time (collectively referred to hereinafter as the "Fitness Classes" individually, a “Fitness Class”). In consideration of my participation in any and all of the Fitness Classes, at the studio location in Auburn, MA or at such other location via remote broadcast, I hereby consent, acknowledge and agree to each of the following:

1. I have voluntarily come to and will practice each Fitness Class as rendered and according to the theories, concepts, practices associated with such Fitness Class, as practiced and taught by Hot Yoga Auburn. I understand, acknowledge and agree that the Fitness Classes offered are different than other forms of yoga and fitness classes and thereby accept full personal responsibility and assume all risk associated with each such Fitness Class.
2. I know that each Fitness Class involves the entire body, is offered in a hot and humid environment, and that it can be strenuous and intense. Having taken this into consideration, I hereby represent to Hot Yoga Auburn that I am in good physical and mental health, medical condition, and overall fitness. I have no pre-existing condition, nor any knowledge or reason to know that Hot Yoga Auburn should not accept my enrollment.
3. It is my responsibility to obtain timely, regular, and current approval from health and medical personnel. Likewise, it is my responsibility to withdraw immediately should it be necessary or desirable.
4. In order to participate in any of the Fitness Classes, I will accept and follow without question all instructions given to me including, without limitation, those about performing the postures and correct alignment in each of the Fitness Classes. I am aware that any deviation from the instructions given may put me at risk and I fully and completely accept all consequences arising directly or indirectly therewith. I am aware that nutrition, sleep and hydration is critical. I will have water or another beverage with me at all times. If at any time or moment, including during a Fitness Class, I feel the need to rest or to cease from any activity, I will do so and leave the studio immediately.
5. I hereby grant the Hot Yoga Auburn permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Hot Yoga Auburn and will not be returned.
6. I hereby irrevocably authorize the Hot Yoga Auburn to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.
7. I understand that participation in any or all of the Fitness Classes includes possible exposure to and illness from infectious diseases, including but not limited to, COVID-19, MRSA and Influenza. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist and thus, **I HEREBY KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS TO EXPOSURE OF ANY INFECTIOUS**

DISEASE (including without limitation COVID 19), BOTH KNOWN AND UNKONWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation in any of the Fitness Classes.

8. I willingly agree to comply with all of the stated and customary terms and conditions for participation in the Fitness Classes as it relates to protection against infectious diseases.

9. I, together with my heirs, assigns, personal representatives and next of kin, **HEREBY FULLY AND FOREVER RELEASE, DISCHARGE, AND COVENANT NOT TO SUE,** Sam Goldman Hot Yoga Auburn, LLC. together with its Owner, Managers, Members, instructors, agents, employees and respective assigns (“RELEASEES”) WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH or loss of damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR**

OTHERWISE, relating, directly or indirectly, to participation in any of the Fitness Classes and/or any and all liability related to COVID-19 or other infectious diseases which might occur as a result of being on the premises and/or participation in any of the Fitness Classes.

10. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation attorneys’ fees, costs and disbursements) arising from or out of, or relating to, directly or indirectly, to; participation in a Fitness Class, COVID-19 and/or any other illness or injury

11. It is my express intent that this Agreement shall bind any and all of my representatives and shall be deemed a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES. This Agreement shall be governed and construed and interpreted in

accordance with the laws of the Commonwealth of Massachusetts. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.**

12. I hereby understand, acknowledge and agree that each of the foregoing provisions apply to each Fitness Class at the studio AND each class broadcast to me under the direction of Hot Yoga Auburn via live stream, video or other technology. I hereby acknowledge and agree that remote participation of any class is done is at my own risk and all terms contained herein shall apply to such participation.

This Form cannot be signed by minors. Activity participants under 18 must have this form signed by a parent or legal guardian to be allowed to participate in this yoga class. It is preferred that the parent or guardian also be in attendance for the minor’s first class.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING TERMS OF THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNATARILY WITHOUT ANY INDUCEMENT.

Print name _____

Signature: _____ Date: _____

Email: _____ Phone: _____ Zip Code: _____

FOR PARTICIPANTS UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION

This is to certify that I am the parent/guardian, with legal responsibility and have read and explained the provisions of this Agreement to my child including the risk his/her presence and participation and his/her personal responsibilities for adhering to the rules and regulations for the protection against communicable diseases. Furthermore, my child accepts these risks and responsibilities. I for myself, my spouse and child do consent and agree to his/her release provided above for all the RELEASEES and myself, my spouse and child do release and agree to indemnify and hold harmless the RELEASEES for any and all liabilities incident to my child's presence or participation in the Fitness Classes, as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law

NAME OF
PARENT _____

Signature of parent if under
18 _____

DATE: _____