***Yogibana Class (Taught by Mona Anita Olsen)***

**ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

**PLEASE READ CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION AND LEGALLY BINDING TERMS.**

**Assumption of Risk:** I HEREBY ACKNOWLEDGE that there are inherent risks in the above-mentioned activity. I have voluntarily decided to participate in the activity and understand that through my participation, I may be exposed to risks including, but not limited to:

• LACERATIONS • SCRAPES • BRUISES • DEHYDRATION • BROKEN BONES • HEAD/EYE INJURIES • TRAUMATIC BRAIN INJURY • PARALYSIS • BACK/NECK/SPINE INJURIES • HEART ATTACK • STROKE • BROKEN BONES • MUSCLE OR LIGAMENT TEARS • MUSCLE SPRAINS • HEAT EXHAUSTION • DEATH

I am also aware that there are many other risks of injury and illness, that may arise due to my participating in this activity and that it is not possible to specifically list every individual injury risk. However, knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries and even death are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risk or injury, and even the risk of death, which could occur due to my participation in this activity. I understand and agree that, by signing this Assumption of Risk and Hold Harmless Agreement, I could be exposed to the risks listed above.

**Hold Harmless:** In consideration of the opportunity to participate in this activity and in any, which may include use of Yogibana facilities, equipment, and property, I hereby for myself and on behalf of my heirs, assigns, personal representatives and next of kin, agree to HOLD, Yogibana, its’ respective trustees, officers, agents, volunteers, and employees (collectively, “Released Parties”) HARMLESS from any liabilities, damages, expenses, causes of action, claims, or demands of any nature whatsoever, including any claims of negligence, on account of personal injury, property damage, death, or accident of any kind related to my participation in this event, however caused. I intend for this to bind my family members, heirs, executors, administrators, representatives, and assigns, as well as myself.

This Assumption of Risk and Hold Harmless Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. I agree that any dispute about the terms of this Agreement shall be presented to a court of competent jurisdiction in the State of New York with venue in Tompkins County.

I certify that I am in good health and have no physical limitations that would preclude my safe participation in this fitness program/class and associated activities. I further certify that I am 18 years of age or older and I have read and understand this Agreement, intending to be legally bound by its terms.

**SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINT NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **EMAIL:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_