



Active Zen

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Waiver, Release, and Assumption of Risk Form

I have volunteered to participate in a fitness program provided to me by ACTIVE ZEN ("Trainer"), which may include, but may not be limited to, yoga, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer's agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and his/her respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (1) equipment belonging to Trainer or to myself that may malfunction or break; (2) any slip, fall, dropping of equipment; (3) and/or negligent instruction or supervision.

I have been informed of, understand and am aware that any exercise and/or yoga program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I have also been informed of, understand and am aware that any exercise and/or yoga activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of illness and injury, regardless of severity, or death.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment. I have been advised that an examination by a physician should be obtained by anyone prior to commencing an exercise and/or yoga program. If I have chosen not to obtain a physician's consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all exercise related activities and/or yoga in which I participate.

I acknowledge that I have thoroughly read this form in its entirety and fully understand that it is a release of liability. By agreeing to this document, I am waiving any right I, or my successors, might have to bring a legal action or assert a claim against Trainer for Trainer's negligence or that of Trainer's employees, agents, or contractors.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the Personal Trainer. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

This form is an important legal document that explains the risks you are assuming by beginning an exercise and/or yoga program. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the ongoing written agreement have been made.