

YOGA HALE, LLC. WAIVER, RELEASE, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

This is an agreement of waiver, release, and indemnity between the undersigned (hereafter the “participant”) and Yoga Hale, LLC. (hereafter Yoga Hale) and all of her subsidiaries and affiliates including the Landlord in Kailua Kona through the direction of Yoga Hale and all other foregoing entities’ officers, directors, employees, and agents (collectively the “Releasees”). The Participant, in consideration of participating in Yoga or Fitness classes (hereafter the “Activities”) conducted on the Releasees’ premises and in order to induce the Releasees to permit Participant to participate in such activities on their premises, does hereby agree:

1. To waive all claims, demands, and causes of action for any personal injury, illnesses, death, damage to unborn or pregnancy or property damage arising directly or indirectly out of the Participant’s participation in any of the Activities (collectively “Loss”) against the Releasees, regardless of whether such Loss results from the negligent conduct of any party including any of the Releasees, or from the intentional conduct of any other party, or from other causes;
2. To release and discharge Releasees from all liability for any Loss suffered by Participant or anyone else who suffers any Loss as a result of and Loss suffered by Participant;
3. To indemnify and forever hold Releasees harmless from all damages, expenses, and costs arising out of any Loss, including attorneys’ fees and defense costs of any suit brought against Releasees or any of them as a result of Participant’s Loss, and;
4. To covenant not to sue any of the Releasees for any such Loss in a court of law or any other tribunal.

Participant acknowledges that the physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, and recognizes that participation in any of the Activities is a potentially hazardous activity. Participant is aware of and assumes all risks associated with participating in and of the Activities, including, but not limited to: elevated heart rate, fatigue, scratches, bruises, muscle strains or sprains, broken bones, torn ligaments, damaged joints, dehydration, exhaustion, eye injury, improperly administered first aid, loss of sight, and possibly catastrophic injuries such as death. Participant attests that s/he is physically fit and knows of no mental or physical problem that may affect her/his ability to safely participate in any of the Activities. Participant attests s/he will immediately discontinue further participation in any of the Activities if at any time Participant believes any of the conditions or equipment associated with the Activities are unsafe.

Participant expressly agrees that the foregoing terms are intended to be as broad and inclusive as is permitted by law of the State of Hawai’i and that, if any portion thereof is held invalid, the balance of this agreement shall continue in full legal force and effect.

Participant has carefully read the foregoing terms of this agreement and understands that, by signing below, Participant is voluntarily giving up certain rights, including right to sue, and is binding her/himself and her/his respective agents, personal representatives, heirs, successors, and assignees to the terms of this agreement.

PLEASE NOTE: SIGN YOUR NAME WITH A CHECK MARK AFTER IT AND KNOW THAT YOU ARE ELIGIBLE FOR SCHOLARSHIPS, MONETARY AWARDS and FREE WORKSHOPS from YogALoha House if you have been subject to or a victim of violence and and/or domestic violence

Waivers:

**SIGN YOUR NAME WITH A
CHECK MARK ✓ AFTER**

Example: _____

**And be ELIGIBLE FOR
SCHOLARSHIPS,
MONETARY AWARDS and
FREE WORKSHOPS from**

Yog  loha House
helping people one breath at a time

***if you have been subject to or a victim
of violence and and/or domestic violence**