

Release of Liability

I/You, hereby agree to the following:

1. I/You am/are participating in yoga classes, health programs, workshops, private lessons and other exercise and healing arts activities (collectively, the “Activities”) offered by Cheryl Lovelace and Twisted Sister Yoga, LLC at 1985 Rte 34 in Wall, NJ 07719 plus other various locations (“Studio”) and/or its owners, instructors, teachers, workshop presenters, employees, and independent contractors.
3. I/You recognize that I must be in good physical and mental health to participate in the Activities. I/You understand that the Activities require physical exertion and I represent and warrant that I/You am physically fit and I/You have no medical condition which would prevent my full participation in the Activities. I/You understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Activities. If I/You have consulted a physician, I/You have taken the physician’s advice. I/You understand that the Studio reserves the right in its absolute discretion to refuse my participation in an Activity on medical or fitness grounds.
4. I/You am/are in proper physical condition to participate in the Activities, and are aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury, potentially a heart attack. I/You also understand that I/You could experience muscle, back, bone or other physical injuries during exercise. I/You understand my physical limitations and am sufficiently self-aware to stop physical activity before I/You become ill or injured. I/You understand that it is my continuing responsibility to inform the Studio of any previous medical conditions, injuries or surgeries prior to my first class and any future changes to my medical condition.

5. In consideration of being permitted to participate in the Activities, I/You agree to assume full responsibility for any and all risks, injuries or damages, known or unknown, which I/You might incur as a result of participating in the Activities at the Studio or at an offsite location where the Activities may be taking place.
6. In further consideration of being permitted to participate in the Activities, I/You knowingly, voluntarily and expressly waive any "Claims" (as defined below) I/You may have against the Studio, its owners, members, employees, and/or its instructors, teachers, employees, volunteer staff, interns, and/or independent contractors and the landlord of the Studio (each, a "Released Party") for any Claim that I/You may sustain as a result of participating in the Activities at the Studio even if the Claim arises from the carelessness or negligence of any Released Party or anyone else. I/You agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else. "Claims" include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering, and distress, or death that I may suffer, my children may suffer or that my unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.
7. I/You, my heirs or legal representatives forever release, waive, discharge and covenant not to engage in any legal action or sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.
8. I/You hereby understand that the Studio from time to time may photograph or video classes or events occurring at its studios and place such photographs and videos on its Website and associated social media account. I/You hereby consent to the use of my image that may appear in any such photograph or video.

9. I/You hereby opt into Studio's email list, and I/You may receive periodic newsletters, announcements, updates, and additional information via my personal and/or work-related email address. I/You also understand I may unsubscribe at any time using the "unsubscribe" link on the received emails. This agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey.

I/You acknowledge that I/You have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I/You are aware that by signing or are aware of this release and waiver of liability, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.