



YOGA WAIVER AGREEMENT

Why You're Reading This Document

Before you begin your first class with us, whether it is online or in person, we need you to clearly understand the risks of participating in our yoga and exercise classes. The purpose of this release and waiver (the "**Waiver**") is to communicate the risks of practicing yoga together in an open and honest way and have you release Ignite Yoga & Wellness of any liability.

Please be aware that if you do not sign this Waiver and agree to its terms, we will not let you participate in our yoga and exercise classes.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Parties.** We will refer to Small Steps, Big Successes, LLC DBA Ignite Yoga & Wellness, a Limited Liability Company registered in the State of Pennsylvania, as "**Ignite Yoga & Wellness**", "**us**" or "**we**" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "**you**" or "**your**".
2. **The Activities.** You will be participating in yoga and wellness classes at Ignite Yoga & Wellness. We offer accessible and supportive yoga and exercise classes, including all levels of Vinyasa flow, Slow Flow yoga, Hatha yoga, Gentle Flow yoga, Yin yoga, Restorative yoga, Yoga Nidra, Chair yoga, Kundalini yoga, and Bhakti yoga, Wellness workshops, Reiki, and Nutrition coaching, which may involve but are not limited to the following activities (the "**Activities**"):
 - 2.1. Yoga poses, stretching and flexibility training, body weight exercises, breathing and meditation. The constant in all of these classes is that the activities involve stretching and performing yoga poses. Some of the classes may take place in a heated room (the range of heat for hot classes is between 85°F/30°C and 105°F/41°C). The Activities may involve receiving adjustments from instructors, so please advise in advance if you do not want adjustments.
 - 2.2. Nutrition coaching, education and instruction, tips for healthy living and general information on food and nutrition.
 - 2.3. The Activities apply to any yoga, wellness and other classes which are made available for online streaming and participation. As these classes will be taking place outside of Ignite Yoga & Wellness facilities, we need you to acknowledge that you are responsible for the safe facilitation of the Activities.
3. **Equipment.** In the course of the Activities, you may use the following equipment: blocks, straps, yoga mats, bolsters, and yoga blocks, straps, bolsters and blankets (collectively, the "**Equipment**").
4. **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some of which are more obvious than others. Injuries include but are not limited to things like muscle tears, muscle strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, heat exhaustion, dehydration, dizziness and fainting.
 - 4.1. The risks listed above in this provision can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death. You will progress at your own pace and will listen to your body. If at any point you feel overexertion, pain or fatigue, you will rest and communicate with the instructor as soon as possible.
 - 4.2. You understand that if you are partaking in these Activities outside the studio, there may be other reasonable risks that can arise from the location. For example, if you are practicing in the forest you may trip over a branch, or if you are on the beach you might step on glass. Or, if you are practicing at home, there may be sharp objects that you can collide with close to you or things you trip on as you practice.
 - 4.3. Participating in the Activities via online streaming means that there will be no in-person supervision while you perform the Activities, which presents increased risks. You acknowledge these risks and agree to participate in the Activities to the extent that it is safe and reasonable for you to do so, at your own discretion. This includes finding a safe space to participate in the Activities, not pushing yourself too far while undertaking the Activities, and not trying to complete Activities if you are unsure about how to best practice them.
5. **Affirmation of Health.** By participating in any Activities at Ignite Yoga & Wellness, you affirm that you have sought medical advice regarding your fitness to practice yoga. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate in advanced level yoga, including yoga in heated conditions.



- 5.1. COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and we urge you not to visit our studio or participate in our Activities. We are all in this together and it is important that we follow guidelines on social distancing, hygiene practices, and act with kindness and responsibility towards each other in order to ensure everyone's safety.
- 6. Nutrition Coaching.** You fully understand that nutrition coaching provided by Ignite Yoga & Wellness does not constitute medical advice. You acknowledge and agree that your use of any nutrition information or implementation of any dietary/cleanse suggestions is completely voluntary and you are solely responsible for freely choosing to implement any such suggestions. **You acknowledge and agree that Ignite Yoga & Wellness does not provide professional nutritional medical diagnostic or treatment procedures. If you have any health problems, health conditions, eating disorders or other diseases, you are now being advised and it is your responsibility not to postpone or delay getting competent medical advice from a licensed doctor of medicine. At all times the advice of a medical professional should supersede any dietary or nutritional suggestions from Ignite Yoga & Wellness.** You understand and agree that any service rendered by Yoga & Wellness is not designed to cure or prevent any disease, pain, deformity, injury or mental or physical condition of any kind. The Activities are intended for building wellness but do not involve the diagnosing, prognosticating, treatment, or prescribing of remedies for the treatment of disease, or for any act or procedure for which a medical license or any other form of license or qualification is required.
- 7. Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with Ignite Yoga & Wellness. Your signature below, electronic signature or clicking 'I Agree', and your participation in the classes at Ignite Yoga & Wellness illustrates your voluntary participation and assumption of the risks of the Activities.
- 8. Release, Waiver and Indemnity.** You hereby release Small Steps, Big Successes, LLC DBA Ignite Yoga & Wellness, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of Ignite Yoga & Wellness' negligence, during your participation in the Activities at Ignite Yoga & Wellness. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
- 9. Media Release.** We think you're gorgeous and would love to show you off! By being a student at our studio, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you.
- 10. General Legal Provisions. Jurisdiction.** This Waiver will be governed exclusively by the laws of the State of Pennsylvania. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name _____
Signature _____ Date _____

Thank you for communicating honestly with us! We look forward to enjoying yoga together. Namaste.



Student Information Form

Name _____ Birthdate _____

Street _____ Preferred Phone # _____

City _____ State _____ Zip _____

Email address _____ Would you like to be on our email list? Y N

Emergency Contact _____ Phone # _____

Do you have, or have you had, any of the following conditions within the last year?

- | | | | |
|-------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Heart problems | <input type="checkbox"/> Surgery | <input type="checkbox"/> Joint problems | <input type="checkbox"/> Arthritis |
| <input type="checkbox"/> Smoking | <input type="checkbox"/> Headaches | <input type="checkbox"/> High blood pressure | <input type="checkbox"/> PMS |
| <input type="checkbox"/> Neck problems | <input type="checkbox"/> Lung problems | <input type="checkbox"/> Seizures or loss of consciousness | <input type="checkbox"/> Cancer |
| <input type="checkbox"/> Back problems | <input type="checkbox"/> Chronic illness | <input type="checkbox"/> Pregnancy (trimester _____) | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Heel spurs, tennis elbow, or other overuse syndromes | | | |

Briefly explain any items checked above:

Current medications: _____

What are your major goals for participating in a Yoga program?

- | | | |
|---------------------------------------------------|----------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Stress reduction | <input type="checkbox"/> Flexibility | <input type="checkbox"/> Muscle-toning |
| <input type="checkbox"/> Coordination improvement | <input type="checkbox"/> Weight control | <input type="checkbox"/> Help with depression or anxiety |
| <input type="checkbox"/> Endurance | <input type="checkbox"/> Energy and vitality | <input type="checkbox"/> Healing |