

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT



I, the undersigned, do hereby consent and agree to the following provisions as are set out in this waiver and release of liability and assumption of risk agreement (hereinafter the **Agreement**):

1. I intend to and shall participate in a Forrest Yoga® class, workshop, retreat, teacher training, continued education program and/or other yoga-related teaching program or events (hereinafter **Teaching Program**) offered by Mossy Knolls, Inc., a Washington corporation, through its principal teacher Ana Forrest, during which course I shall receive instruction concerning yoga exercises and I shall practice yoga exercises.
2. I understand that yoga in general and Forrest Yoga® in particular involves strenuous physical activity, which may require balance, flexibility, muscle strength, aerobic fitness, mental concentration and other physical and mental abilities. I understand that yoga classes and the practice of yoga may be physically and mentally stressful and tiring, and that such classes and practice can result in new injuries or in re-injuring old injuries, including muscle soreness, strains, sprains, pulls, or tears, cuts or bruises, illnesses, death, or other unforeseeable risks which cannot be specified in advance. I have previously taken yoga classes or have otherwise conducted sufficient research into the practice of yoga to fully appreciate the type of activities taking place in yoga classes.
3. In consideration of the foregoing, I hereby represent and warrant that I am in good physical condition and do not suffer from any disability, illness, impairment, disease, infirmity or condition which would limit or prevent my full participation in this Teaching Program. I further represent and warrant that:
 - (i) either I have had a physical examination and have been given my physician's permission to participate in this yoga program, or
 - (ii) I have, after careful consideration of my physical and mental condition at present, decided to participate in this Teaching Program without the approval of my physician, and
 - (iii) in either event, I do hereby voluntarily assume all responsibility for my participation and activities in this Teaching Program and for any risks, injuries or damages which I might incur as a participant in the Teaching Program, including without limitation, traveling to or from and entering or leaving the location or premises at which the Teaching Program is held and making use of its facilities, participating in the Teaching Program itself, practicing or training for participation in the Teaching Program and any and all components of the curriculum offered under the Teaching Program, performing on my own the exercises, routines and yoga postures I have learned at the Teaching Program (either before, during or after the Teaching Program), and being instructed by paid or volunteer yoga instructors at the Teaching Program.
4. I agree to remain fully aware of my physical and mental conditions and limitations and I assume full responsibility for my physical and mental conditions and limitations while participating in this Teaching Program. I understand that I am at all times responsible for using sound judgment to ensure that I practice yoga at a pace and level of effort that feels safe and appropriate to me and my physical and mental conditions. I further agree to follow all rules and instructions of the persons teaching or assisting in this Teaching Program. I further agree that I shall not commit any actions that might impair my physical and/or mental condition and functioning, which might result in my being in a physically and/or mentally impaired state during any part of the Teaching Program, for example: using alcohol, illegal drugs or other harming substances.
5. In consideration of my admittance to participate in this Teaching Program, I, for myself, as well as for my heirs, guardians, executors, administrators, successors and assignees, hereby release (forever and irrevocably) Ana Forrest, Mossy Knolls, Inc., any teachers or assistants involved in any way in the offering or the provision of this Teaching Program, the sponsors, host and facility providers of this Teaching Program, the directors, officers, shareholders, employees, agents and attorneys of each of the foregoing, the licensees, successors and assigns of the foregoing, and any other parties acting in concert with any of the foregoing (with all the foregoing parties being hereinafter collectively referred to as the **Released Parties**), from any duties, agreements, claims, counter-claims, debts, obligations, costs, expenses, loss of services, actions, risks, injuries, death, damages, accidents, liabilities, claims, demands, judgments, losses, costs and causes of action of any kind whatsoever arising or resulting from or relating in any way (in whole or in part) to my participation in this Teaching Program or any other yoga program with any of the Released Parties in the future, regardless of whether any such claims, injuries, death, etc. result from my own actions, inaction or negligence, the actions, inaction or negligence of other participants to the same or future Teaching Programs, the alleged actions, inaction or negligence of any of the Released Parties or any combination of the foregoing. No representations of any kind have been made to me by any of the Released Parties to induce me to sign this release form; I am signing this form because I wish to attend a Forrest Yoga® Teaching Program.
6. Without prejudice to any considerations herein, I agree not to sue or bring any legal claim, proceeding or action against any of the Released Parties (and I hereby knowingly, voluntarily and expressly waive any right to bring any such action) for any action or inaction (including any action or inaction constituting negligence) of the Released Parties resulting in personal injury, death, defamation, libel, invasion of privacy or any other similar harm as a result of my participation in this Teaching Program, irrespective of whether the cause, nature or existence of any such claim is known or unknown to me at this time. I understand that some of the potential injuries I might suffer in yoga classes are foreseeable, and that others are unforeseeable and that any such injury, which I do suffer, may be known or unknown to me for any given length of time. To the extent permitted by law, I hereby waive and relinquish all rights and benefits I might have now or in the future under any federal or state statutes or common law provisions that either (i) do not extend to claims which I do not know or suspect to exist to be in my favor at the time of executing this release that, which if known, would or might have materially affected my agreement to the provisions of this Agreement or (ii) otherwise prevent or hamper the enforceability of releases or waivers of claims under this Agreement.

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7. I agree that I shall not make any false, defamatory or disparaging statements about the Released Parties that are reasonably likely to cause material damage to the Released Parties.
8. I hereby consent to the participation in interviews, the use of quotes, and the taking of photographs, movies, audio recordings or video tapes/film whether now known or hereafter created. I also grant to Mossy Knolls, Inc. the right to edit, use, and reuse said products for promotional and commercial purposes including use in print, broadcast, telecast, compucast, cassette, cartridge, film, recording, or any other electronic, analog or digital form of content (e.g., audio, video, data or images) distributed, transmitted or stored in any manner (including, but not limited to, any content distributed over, or stored on, the Internet), and all other forms of media whether public or not. I also hereby release the Mossy Knolls, Inc. and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above and forgo any rights to royalties in perpetuity.
9. I acknowledge and agree that I have no right, claim, title or interest in or to, and that Mossy Knolls, Inc. owns all right, title and interest in and to, any and all Recordings and any and all collective works in which all or any portion of a Recording is incorporated (including, without limitation, all copyright therein). I waive any right to inspect or approve any finished product(s) incorporating my name, likeness, or photograph and/or all or any portion of any Recording, including without limitation any picture, video, compilation, collective work, written copy, sound recordings and/or edited audio visual works that may be created and appear in connection therewith (collectively, a "Finished Product").
10. Should any part of this Agreement be found invalid or not enforceable by law, I understand and agree that the remaining provisions of this Agreement shall remain to be in force and continue to be enforceable to the greatest possible extent. Any modifications to this Agreement must be in writing agreed by both parties. This Agreement inures to the benefit of myself, Mossy Knolls, Inc. and the Released Parties involved in offering this Teaching Program and represents the entire agreement between concerning such Teaching Program and the subject matter hereof.
11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Washington. The Parties irrevocably agree that the courts of King County shall have exclusive jurisdiction to settle any dispute or claims arising out of or in connection with this Agreement or its subject matter or formation.
- ☐ I hereby represent and warrant that I am at least eighteen (18) years of age and am competent in all ways to sign this Agreement and I realize that this is a legally enforceable and binding document. My signature below certifies that I have read and understood every part of this Agreement and I agree to comply with all of its terms and conditions. **Please fill out ALL requested information legibly.**

Signature of Participant : _____ Date: _____ 2014

First & Last Name of Participant (please print clearly): _____

Address: _____

City/State/Zip: _____

- ☐ I have yet to reach the age of eighteen (18) years.
(if you ticked this box, your legal guardian / parent must sign this Agreement)
Please fill out ALL requested information legibly.

PARENT/LEGAL GUARDIAN STATEMENT

I hereby represent and warrant that I am the parent / legal guardian of _____, a participant of the Teaching Program (the **Participant**). I understand that I assume full responsibility for the Participant while he or she is participating in the Teaching Program. My signature below certifies that I have read and understood every part of this Agreement and I agree to the terms and conditions thereto on behalf of and for the Participant. I represent and warrant that I am competent in all ways to sign this Agreement and I realize that this is a legally enforceable and binding document.

Signature of Parent / Legal Guardian: _____ Date: _____ 2014

First & Last Name of Parent / Legal Guardian (please print clearly): _____

First & Last Name of Participant (please print clearly): _____

Address: _____

City/State/Zip: _____