



OMEGA INSTITUTE Waiver

**Advanced Art of Assisting
Kiersten Mooney
Course # 4502-907
September 5-7, 2014**

- 1.** In consideration of the services of Kiersten Mooney in connection with the course described above (the "Course") and other good and valuable consideration, receipt of which is hereby acknowledged, I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate, hereby agree to release, indemnify and discharge the Omega Institute for Holistic Studies, Inc. ("Omega"), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Course, based on the following:
- 2.** I acknowledge that I have been advised by Omega that previous yoga experience or a strong level of fitness is necessary for my safe participation in the Course, as the Course is physically rigorous. I have been advised that I should consult with my physician to be sure that the routine of the program is safe for my current fitness level.
- 3.** I am aware that I will be expected to monitor my own exertion level and communicate any injuries or aggravations I have coming into the Course before the first session. I have been advised to report any feelings of discomfort or fatigue during the Course immediately to the instructors.
- 4.** I expressly agree and promise to accept and assume all of the risks existing in this activity. I am an adult over the age of eighteen. My participation in this activity is purely voluntary on my part and I elect to participate in spite of any risks that may be involved.
- 5.** I certify that I have adequate insurance to cover any injury or damage I **may** cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I **may** have.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____

Signature: _____

Date: _____

Awakening the Best in the Human Spirit

RELEASE AND WAIVER

I agree to the following:

1. That I am voluntarily participating in the Yoga Event offered by Baron Baptiste and Baptiste Institute Inc. during which I will receive instruction about yoga and health. I recognize that yoga requires physical exertion, which may be strenuous. I am fully aware of the risks and hazards involved and participate at my own risk.
2. That it is my responsibility to consult with a physician prior to attending the Yoga Event and regarding my participation at the Yoga Event. I represent and warrant that I am physically fit and have no physical or mental condition which would prevent my full participation in the retreat experience.
3. That Baron Baptiste and/or Baptiste Institute Inc. may, in their sole discretion, require that I leave the Yoga Event before the completion of the program if they feel it is in my best interests or the best interests of the other Retreat participants.
4. That I will assume full responsibility for any risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the Yoga Event. This includes, without limitation, my use of the facility and any locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment in the facility and my participation in any activity, class, program or instruction.
5. I agree that I am voluntarily participating in the Yoga Event and using the facilities and premises and assume all risk of injury or death to me or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. I agree on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns) to RELEASE AND DISCHARGE Baron Baptiste, the Baptiste Institute Staff, and/or the Baptiste Institute Inc. (and their affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of my participation in the Yoga Event (including, but not limited to, our negligence). This Release and Waiver of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) our improper maintenance of any exercise equipment or facilities, (c) our negligent instruction or supervision, (d) my slipping and falling while in the facility or on the premises, and (e) my travel to or participation in the Yoga Event. I acknowledge that I have carefully read this Release and Waiver of Liability and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against us for our negligence.
6. I agree that neither I nor any person or entity acting on my behalf has or will file, charge, claim, sue or permit to be filed, charged or claimed, any action for legal or equitable relief against Baron Baptiste, the Baptiste Institute Staff, and/or the Baptiste Institute Inc. involving any matter occurring at any time or related in any way whatsoever to traveling to or participating in the Yoga Event.
7. I understand the cancellation policy and have been informed of cancellation insurance option.
8. I agree to let the Baptiste Institute Inc., use my photograph, video, and/or audio taken or recorded during the retreat for any purposes they deem necessary.



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Confidentiality Agreement

This agreement is intended to have legal significance. If you have any questions about the meanings within this document please consult an attorney.

In order to respect and honor the confidentiality of each participant at this program we ask that you please read and sign this document:

I agree that I will protect, and not disclose, the privacy, confidentiality and identity of other participants in the program, staff, or people who assist during the program; and

- a. I will not disclose or assist another person in disclosing or publishing the identity, or actual or paraphrased comments of other participants, and/or staff in the program.
- b. I will not videotape, audiotape, or record by electronic means, all or any portion of the program, including any other participants in the program, including staff.
- c. I will not take pictures, or videotape other participants, and or staff of the program, for any kind of professional, media, public display, publishing or broadcasting purposes.

I further agree that the provisions of this Agreement are and will be enforceable under the laws of Pennsylvania and my breach of this Agreement shall constitute, among other things, a breach of contract and trespass for which Baptiste Institute Inc. shall have full rights to full legal recourse, including injunctive and other extraordinary relief. Any unenforceable component of this Agreement shall not impact the remainder.

I understand that the breach of this Agreement will cause Baptiste Institute Inc. and/or participants in the program irreparable and substantial harm.

NOTHING IN THIS CONFIDENTIALITY AGREEMENT IS DESIGNED NOR INTENDED TO LIMIT YOU FROM SHARING YOUR EXPERIENCE OF THE PROGRAM WITH ANYONE AND IS MERELY INTENDED TO PROTECT OTHER PARTICIPANTS IN THE PROGRAM.

I acknowledge that I have read, understand, and agree to comply with the contents of this Confidentiality Agreement.

Name (Print) _____

Signature _____

Date _____

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