



ORIGINAL HOT YOGA

Traverse City

845 South Garfield Avenue
Traverse City, Michigan 49686

231.392.4798

FIRST NAME (PLEASE PRINT CLEARLY)															LAST NAME																								
EMAIL (SIGN UP TO RECEIVE OUR FREE NEWSLETTER)																														PHONE NUMBER									
DATE OF BIRTH															ADDRESS																								
CITY															STATE										ZIP														
REFERRED BY																																							

STUDENT ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1 Definitions The person enrolled as a student at Original Hot Yoga (hereinafter "BYTC LLC") shall be referred to hereinafter as "Participant." The "Undersigned" means the Participant when the Participant is age 18 or older **OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18.** "Released Parties" shall mean BYTC LLC and/or any of its agents, employees, representatives, officers, directors, members, and attorneys. The "Activity" means participation in any course, program, workshop, event, or practice provided by BYTC LLC. Individual results may vary.

2 Risks of Activity The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges that the Activity includes possible stretching, bending, balancing, lifting, and resistance movements in a room, heated up to a range of 105 to 110 degrees Fahrenheit and 50% to 100% humidity, which can be considered inherently dangerous. The Undersigned fully realizes the dangers of participating in the Activity. The Undersigned affirms that they will avoid drugs, alcohol, narcotics and fasting before participation in the Activity in order to mitigate the risk of harm. The risks and dangers of the Activity may include various degrees of physical injury, dehydration, heat cramps, heat exhaustion and cardiovascular incidents. Individual results may vary. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY INCLUDE OTHER RISKS.

3 Release, Indemnification, and Assumption of Risk In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

a) Release *THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION OR CLAIM AGAINST THE RELEASED PARTIES* with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, breach of warranty, and/or breach of contract.

b) Indemnification The Undersigned hereby agree to indemnify, defend, and hold harmless the Released Parties from and against any and all liability cost, expense, or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

c) Assumption of Risk The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this agreement, the Undersigned recognizes that injury and death are all possible while participating in the Activity. *RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.*

IMPORTANT! FLIP OVER & SIGN BACKSIDE

REGISTRATION & RELEASE

4 Minor Acknowledgment In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that they are not only signing this agreement on the Participant's behalf, but that they are also signing on behalf of the minor and that the minor shall be bound by the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that they are also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal guardian of the minor Participant. **By signing this agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age.**

5 Medical or Physical Condition and Medical Care Undersigned assume the risk of any medical or physical condition Participant may have. Participant agrees to inform the Released Parties of any and all pre-existing conditions or injuries they may have. Undersigned acknowledges that in the event of an injury or accident, rescue and medical treatment may not be immediately available. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6 Pregnancy Undersigned acknowledges that the Activity should not be performed while in the first trimester of pregnancy. Undersigned acknowledges that performance of the Activity while in the first trimester can result in birth defects. Undersigned assumes all risks associated with participation in the Activity, regardless of whether or not the Undersigned knows of their pregnancy. *THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY INCLUDE OTHER RISKS.*

7 Pathogen Exposure Undersigned acknowledges that exposure to Covid-19, or any virus or pathogen, known or unknown is a risk of participation in the Activity. BYTC LLC has taken significant and comprehensive preventative measures to minimize the risk of pathogen exposure; however, the Released Parties cannot guarantee that the Participant will not become infected with Covid-19, or any virus or pathogen as a result of the Participant's entry into the BYTC LLC facility. The Released Parties cannot guarantee that its participants, volunteers, partners, or others in attendance of the Activity will not become infected with Covid-19.

a) Covid-19 Procedure Undersigned acknowledges that the symptoms of Covid-19 include fever, fatigue, dry cough, and difficulty breathing. Participants are encouraged to practice hand hygiene and other personal health practices as guided by the Center of Disease Control. Undersigned affirms that the Participant will not participate in the Activity for at least ten (10) days following a positive Covid-19 diagnosis or test. Undersigned affirms that the Participant, if unvaccinated, will not participate in the Activity for at least ten (10) days following direct exposure to Covid-19, regardless of the Participant's current symptomology. *UNDERSIGNED ACKNOWLEDGES THAT THEIR SIGNATURE REPRESENTS THAT BYTC LLC IS RELEASED FROM ANY AND ALL LIABILITY FOR UNINTENTIONAL EXPOSURE OR HARM DUE TO COVID-19.*

8 Payment Undersigned acknowledges that BYTC LLC provides yoga class packages which are only valid for the limited amount of time specified on BYTC LLC's payment menu. The payment menu is available at the front desk and on BYTC LLC's website. Undersigned acknowledges that class packages are not transferable. Expiration time limits in class packages are prorated to reflect dates that the facility is closed. Prices and class availability are subject to change. All costs paid for participation in the Activity are non- refundable and no benefits or results are guaranteed.

9 Miscellaneous The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) Recording, filming, videos, photos, etc. are prohibited throughout the premises without prior written permission from BYTC LLC; (c) this agreement shall be governed by the laws of the State of Michigan; (d) this agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (e) the Undersigned understand and acknowledge that this agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be enforceable between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS.
I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST**

PLEASE PRINT PARTICIPANT NAME
(PARENT/LEGAL GUARDIAN NAME IF UNDER 18)

PARTICIPANT SIGNATURE
(PARENT/LEGAL GUARDIAN NAME IF UNDER 18)

DATE