



NAME: _____ DOB: _____
Please print clearly

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

HOME PHONE: _____ CELL: _____

E-MAIL ADDRESS: _____

What is the best way to contact you? (circle one) TEXT EMAIL

EMERGENCY CONTACT: _____ PHONE: _____

How did you hear about us? _____

Have you every practiced yoga before? Yes No

Please list any physical conditions or disabilities, current or chronic. **Please be as specific as possible regarding the nature of your condition** (For example: herniated L3 or arthritis in my fingers and toes). This information will help the instructor modify and tailor poses to your comfort and safety.

**Continued on next page*

WISDOM TREE YOGA & HEALING ARTS, LLC
AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, hereby agree to the following:
(print full name)

- 1- I am participating in yoga classes, health programs, workshops and/or other wellness, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by Wisdom Tree Yoga & Healing Arts, LLC or Beverly Davis-Baird (collectively referred to as the “Teacher”), during which I will receive information and instruction about yoga and health. The activities may be offered in a physical location or offered online by videos, television, podcasts, apps or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”
- 2- I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may involve intense physical exertion and I represent and warrant that I am physically fit enough to participate, and have no medical condition which would prevent my full participation in the Activities. If there is any doubt in my ability to participate in the Activities, I understand that it is my responsibility to consult with a physician prior to and obtain permission from my physician regarding my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that the Teacher reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.
- 3- I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
- 4- In any physical activity, risk of serious physical injury is possible. I am aware that the Activities are no substitute for medical diagnosis and treatment and that yoga practices and/or specific poses are not recommended for individuals with certain conditions (e.g. cardiac illness, later stages of pregnancy, post-surgery). I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
- 5- In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur

as a result of participating in the Activities, including those which may result from the negligence of the Teacher.

- 6- In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the Teacher and any of the Teacher's employees, independent contractors, assistants or landlord (each a "Released Party") that I may sustain as a result of participating in the Activities even if the Claim arise from the negligence of Release Party or anyone else.

I agree to indemnify and hold harmless Released Party from any loss, cost, 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 negligence of Released Party or anyone else.

"Claim" includes but is 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 spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

- 7- I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of any Released Party.
- 8- Additionally, I understand that all fees for Activities are non-refundable and non-transferable.
- 9- I also hereby understand that the Teacher from time to time may photograph, video, or otherwise record Activities and place such photographs and videos on its Website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.

- 10- This agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Monmouth County, NJ. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read ~~the above~~ this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated therein. I am aware that by signing this agreement, 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.

Signature of Participant _____

Date: _____