

# Yoga with Kerry

## Waiver of Liability Form



Today's Date : \_\_\_\_\_

I am participating in yoga classes, health programs, workshops and other exercise and healing activities (collectively the activities) offered by "Yoga with Kerry" and or its owners, instructors, teachers, workshop presenters and independent contractors.

I hereby waive any and all claims I may have against "Yoga with Kerry" and its teachers, and release them from all liability and agree not to sue for any personal injury, death or damage to the person or property or loss sustained as a result of my participation in these activities and or arising out of or in connection with the use of any services and facilities of/or provided by "Yoga with Kerry."

I recognize that I must be in good physical and mental health to participate in the activities and I understand that the activities require physical exertion and that being involved in the activities might result in injury and I represent and warrant that I am physically fit and have no medical condition which would prevent my full participation in the activities.

In consideration of being permitted to participate in the activities I agree to assume full responsibility for any risk, injuries or damages, known or unknown, which I may incur as a result of participating in the activities.

I absolve "Yoga with Kerry" of any liability for hands-on physical and/or verbal adjustments. I understand that physical and verbal adjustments are a part of a yoga class, and that is my responsibility to inform the instructor if I do want to be physically adjusted.

I, the undersigned, understand that the activities are not a substitute for medical attention, examination, diagnoses, or treatment. I should consult a physician prior to beginning any of the activities and will inform the instructor if I have been given specific instructions from a health care provider for movement based activities. I recognize that it is my responsibility to notify my teacher of any serious illness or injury before participating in the activities. I will not perform any postures to the extent of strain or pain.

I accept that neither "Yoga with Kerry", its employees, teachers and volunteers, nor any hosting facility, is liable for any injury, or damages, to person or property, resulting from participating in the activities. Further in consideration to being permitted to participate in the activities, I knowingly, voluntarily and expressly waive any "claims" I may have against "Yoga with Kerry", its employees, teachers and volunteers for any claim that I may have in regards to participating in the activities even if the claim arises from carelessness, negligence or gross negligence, breach of contract or breach of statutory duty of care including any duty of care owed under the Occupiers Liability act.

**Those under 18 years of age must have this form signed by a parent or guardian.**

I agree that any litigation involving Yoga with Kerry shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. I further agree that these conditions and any rights, duties and obligations as between “Yoga with Kerry” and myself shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

Full Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_

Birthdate: (MO/DA/YEAR) \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Witness Full Name (printed) \_\_\_\_\_

Signature of witness \_\_\_\_\_

Signature of Parent (if under 18) \_\_\_\_\_

Emergency Contact (name) \_\_\_\_\_ Phone Number \_\_\_\_\_

\*Would you like to be added to the monthly Yoga with Kerry E-Newsletter? Yes / No