

PARTICIPANT RELEASE AND LIABILITY WAIVER

Yoga

This Participant Release and Liability Waiver (the “**Release**”) is between AAXO/AKA (“**Organization**”) and the person named below (“**I**” or “**me**”). The Organization is hosting Getting Pretty Fit w/AAXO (“**Activity**”). To participate in the Activity, I agree to the following:

- 1. Inherent Risks.** I understand this Activity involves inherent risks and dangers, including the risk of serious physical or emotional injury, death, or property damage. I understand participating in this Activity while under the influence of alcohol or illegal or prescription drugs increases these risks.
- 2. Voluntary Participation.** I am voluntarily participating in the Activity knowing the danger involved.
- 3. Assumption of Risk.** I am aware of and understand that the inherent risks outlined in Section 1 of this Release cannot be eliminated no matter how much care the Organization takes. I assume all risks of injury, permanent disability, death, or property damage associated with this Activity. If I believe conditions are unsafe, I shall immediately stop participating in this Activity.
- 4. Indemnification.** I shall defend, indemnify, and hold harmless the Organization and its officers, agents, affiliates, volunteers, members, new or associate members, and all other people acting on the Organization’s behalf in any capacity (“**Releasees**”) against any losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, or costs, including reasonable attorney fees, for any injury, damage, or loss caused by my own negligent, intentional, or reckless behavior.
- 5. Release.** I expressly agree not to sue and release and discharge the Organization and Releasees from all liability, claims, demands, losses, or damages arising out of my participation in the Activity, including claims alleged to be caused, in whole or in part, by the Organization’s or Releasees’ negligence, including negligently rendering aid.
- 6. Complete Agreement.** This Release is the entire agreement between me and the Organization about this subject and supersedes all prior understandings, agreements, representations, or warranties.
- 7. Severability.** If any Release term is invalid or unenforceable in a jurisdiction, all other terms remain in effect. Invalidity or unenforceability in one jurisdiction will not make a term invalid or unenforceable in any other jurisdiction.
- 8. Binding Effect.** This Release binds me, the Organization, our respective successors and assigns, and anyone acting on my behalf.
- 9. Governing Law.** North Carolina law governs this Release. The Release will be construed under the laws of North Carolina without giving effect to any choice or conflict of law provision or rule.
- 10. Forum Selection.** A party may only bring a claim arising out of this Release in the federal or state courts located in Union County, North Carolina, and I consent to the exclusive jurisdiction of those courts.

I represent that I carefully read this Release. I represent that I understand all the terms of this Release and am voluntarily giving up substantial legal rights, including the right to sue the Organization or Releasees.

I further represent that I am signing this Release freely, without inducement, and intend the Release to be a complete and unconditional waiver, release, and indemnification of all liability to the fullest extent allowed by law.

Name: _____

Dated: _____