



New Student Information and Waiver

Name: _____

Address: _____ City: _____ Zip: _____

Home: _____ Cell: _____ Other: _____

Email address: _____

Any medical conditions/allergies/physical limitations we should be aware of? _____

Participation Agreement *Terms and Conditions*

I, _____ (print name), acknowledge yoga includes physical movements and involves the risk of injury whether I or someone else causes it. I voluntarily assume this risk and represent I am in good health and have no disability, impairment, injury, disease or ailment preventing me from engaging in active or passive exercise or which would cause increased risk of injury or adverse health consequences as a result of engaging in active or passive exercise.

I waive, release and discharge forever Now and Zen Yoga, LLC its owners, officers, employees and anyone providing services on its behalf (hereinafter, collectively referred to as "Now and Zen") from any and all liabilities, claims, demands or causes of action whatsoever for any harm, loss, damage, property damage/loss, personal injuries or death, due to any negligence, gross negligence or any other cause resulting from, arising out of, or in connection with my presence in or use of Now and Zen's facility or onsite. I understand, by signing this Agreement, I have no claim against or right to recover any damages or other compensation whatsoever from Now and Zen. Such acknowledgment and assumption extends to my partner, guests, relatives, and/or child (born or unborn).

I agree to defend, indemnify and hold harmless Now and Zen against any claim resulting from, arising out of or in any way connected with my presence in and/or use of Now and Zen, its facilities, or equipment. I agree that any dispute or claim arising in any way in connection with this agreement and/or use or presence at Now and Zen facility shall be settled by arbitration administered by the American Arbitration Association. Such arbitration shall take place in Maricopa County, Arizona. By signing this Agreement, I understand I have no right to sue Now and Zen.

I further understand and acknowledge Now and Zen does not manufacture any of the equipment at its facility, but simply purchases or leases such equipment from third parties. As such, I understand and acknowledge Now and Zen is providing solely recreational services and may not be held liable for defective products. I agree to use such equipment "as is," without any warranties and I use such equipment at my own risk.

I also give Now and Zen permission to use my photo or video likeness for promotional and/or educational purposes in any and all types of media. We understand we will not be compensated for such usage. Now and Zen Yoga is not responsible for any damage or loss to any personal property brought to Now and Zen Yoga.

If any term of this Agreement is deemed invalid, illegal or unenforceable, such invalid, illegal or unenforceable term shall be stricken only to the minimal extent necessary and all remaining terms shall remain in effect and enforceable. No term can be waived or changed in any way except expressly in writing and signed by both parties. This Agreement has no expiration date.

I have read, understand and agree to all provisions provided herein:

Client Signature

Print

Date