

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR FITNESS CLASSES AND RETREATS HELD AT \_\_\_\_\_, \_\_\_\_\_ (City), \_\_\_\_\_ (County), Washington and Mindful Fitness, LLC, Camano Island, Washington**

1. In consideration for receiving permission to participate in yoga, pilates and/or fitness classes held by MINDFUL FITNESS, LLC. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Carol Pope, Instructor and/or Judith Shoudy, Instructor (and substitute instructors as needed) AND/OR \_\_\_\_\_ (location), their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the unusual risks involved and hazards connected with participating in this fitness class activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. I understand that \_\_\_\_\_ (location) and/or CAROL POPE, INSTRUCTOR, JUDITH SHOUDY, INSTRUCTOR, AND SUBSTITUTE INSTRUCTORS, does not maintain any insurance policy, covering any circumstance arising from my participation in this activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington.

6. IN SUBMITTING THIS APPLICATION, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and agree to it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ AND UNDERSTAND THE WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR MINDFUL FITNESS CLASSES AND RETREATS HELD AT \_\_\_\_\_ AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.

\_\_\_\_\_  
Signature of Participant and/or Parent/Guardian

\_\_\_\_\_  
Date

**CANCELLATION POLICY**

- **Class fees are non-refundable, unless Mindful Fitness, LLC has to cancel the class(es). In that case, fees will be refunded to participant according to a pro-rated amount.**
- **Retreat partial refunds are given according to the "Special Events" info at [MindfulFitness.net](http://MindfulFitness.net)**

\_\_\_\_\_  
Signature of Participant and/or Parent/Guardian

\_\_\_\_\_  
Date