

Release of Claims

I (client/participant) understand that yoga therapy includes physical exertion and stretching, and I agree to take full responsibility for not exceeding my limits in the practice of yoga (“Activities”) and for any injury or pain I might experience in the Activities. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If I experience any pain or discomfort, I will listen to my body, adjust the posture and ask for support from the instructor. I understand and accept that to properly teach and correct yoga technique, physical contact between myself and my instructor may be necessary. I consent to such contact and recognize that the instructor will apply any necessary contact in a professional manner.

On my behalf and of that of my predecessors, successors, assigns, heirs, estate, executors, administrators, employees, representatives and each of them, I irrevocably and unconditionally release and forever discharge Suzanne Drolet Yoga, LLC, and partners, co-owners, assigns, heirs, successors, attorneys, consultants, insurers, agents, family members, nominees, administrators, and representatives, past present and future (collectively referred to as “Released Parties”), from any and all charges, complaints, promises, agreements, controversies, suits, rights, demands, costs, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liabilities, and expenses of any kind and character, including attorney’s fees and costs, both in law and in equity, for any bodily injury which is caused by, arises out of, results from, or is in any way connected with or related to (1) my participation in any class, of any kind or nature whatsoever of any of the Released Parties, (2) my use or possession of any classroom, studio, premises, prop or supplies of any kind or nature whatsoever of any of the Released Parties, whether owned, leased, maintained, supervised, or provided by any of the Released Parties, or (3) my receipt of any yoga or any other services of any kind or type whatsoever from any of the Released Parties.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

I acknowledge that there is a risk that I may be exposed to COVID-19 if I participate in any in-person Activities with Suzanne Drolet Yoga, LLC. I acknowledge that such participation may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I acknowledge that Suzanne Drolet Yoga, LLC, is not responsible if I become exposed to COVID-19 while participating in such Activities. I therefore assume the full risk and responsibility for any harm that may result if I am exposed to COVID-19 by participating in any such Activities with Suzanne Drolet Yoga, LLC.

I am aware that, if I am over the age of 65 or have an underlying medical problem (such as asthma, chronic kidney or lung disease, diabetes, hemoglobin disorders, immunocompromised or with significant liver disease, heart conditions, obesity or pregnancy) (collectively, "Risk Factors"), I have an increased risk of contracting serious medical issues or potential death if I am exposed to COVID-19.

I also willingly agree to forgo participation and attendance with Suzanne Drolet Yoga, LLC in the event that I have any symptoms of COVID-19, including but not limited to a fever or feeling feverish, respiratory symptoms (runny nose, nasal congestions, sore throat, cough or shortness of breath), general body symptoms (muscle aches, chills and severe fatigue), gastrointestinal symptoms (nausea, vomiting or diarrhea), and changes in sense of taste or smell, or if I have had a positive COVID-19 test, been in close contact with someone who is suspected or confirmed to have COVID-19 in the prior 14 days. (NOTE: Healthcare workers caring for COVID-19 patients while wearing appropriate personal protective equipment are not considered to have a COVID-19 exposure.)

Further, I agree to alert Suzanne Drolet Yoga, LLC to any subsequent COVID-19 positive test I receive within 14 days after participating in the Activities and to allow the disclosure of this to other participants in Activities and to the relevant authorities as required by law and policies related to the containment of COVID-19 through contact tracing or for other lawful purposes. I recognize and am fully aware of the risks and hazards involved in participating in these Activities during the COVID-19 pandemic and knowingly assume all risks, injuries, and damages, both known and unknown, which may occur as a result of participating in the Activities even if arising from negligence of the releases of others and assume full responsibility for my participation. I hereby release, covenant not to sue, discharge, and hold harmless Suzanne Drolet, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

GENERAL RELEASE OF KNOWN AND UNKNOWN CLAIMS. I acknowledge that the releases herein apply to any and all actions, liabilities, claims, demands and obligations, whether known or unknown, foreseen or unforeseen, patent or latent, or mature or unmatured, that I may have at any time in the future against the Released Parties, and I hereby expressly waive application of Civil Code section 1542. I certify that I have read the following provisions of Civil Code section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I acknowledge that the significance and consequence of this waiver of Civil Code section 1542 is that even if I should eventually suffer damages relating to claims that currently exist or claims which may not exist until the future, I will not be able to make any claim for those damages. I future acknowledge that I intend these consequences

even as to claims for damages that may exist as of the date of this release, which I do not know exist, as well as to claims for damages which may arise in the future, which, if known, would materially affect my decision to now agree to this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

By my signature below, I constitute my full acceptance of this waiver. I have read the Release of Claims and fully understand its consent. I voluntarily agree to the terms and conditions stated above.

Print Name _____

Signature _____ Date _____