

Name: \_\_\_\_\_

## RELEASE

The undersigned (“Participant”) is a participant in a Whole Approach Healing, LLC (“WAH”) class, course or training (each one a “Class” and, collectively, “Classes”) held at Still Moving Yoga, LLC (SMY). By participating in a Class, and as a condition for the opportunity to do so, the Participant acknowledges and agrees as follows.

**1. Assumption of Risk.** All exercise and fitness activities involve some inherent risks of physical and/or emotional injury, damage, disability or, under rare circumstances, death. Even meditation and mindfulness activities may not be entirely risk-free for some individuals. Consultation with a physician or other appropriate health-care professional is highly recommended before commencing any form of exercise, fitness, trauma support, meditation and mindfulness activities. If Participant makes a decision to participate in a Class, the Participant is responsible for seeking and obtaining medical clearance to do so. If Participant decides to participate in this Class, whether with or without medical clearance, the Participant is doing so at his or her own risk, including risks of physical and/or emotional injury, damage, disability, or death.

**2. Age of Participant.** Participant is 18 years of age or older and an adult of legal age in the state of his or her residence. If the Participant is a minor who seeks to participate in a Class intended for children or adolescents, then the undersigned parent or guardian of the Participant (“Parent/Guardian”), acting on behalf of himself or herself and the Participant, ratifies and approves this Release and agrees that both Participant and Parent/Guardian will be bound by all terms and conditions of this Release.

**3. Release of WAH and SMY.** The Participant acknowledges and agrees that WAH and SMY are not responsible or liable in any manner whatsoever for any act or omission of any of the instructors who conduct Classes (each one an “Instructor” and, collectively, “Instructors”) and/or any of Instructor’s employees, contractors, lessors, vendors, agents or other related parties, whether in connection with this Class and/or any equipment or materials used in connection with this Class.

**4. General Release and Waiver of Claims.** In consideration of the Participant being permitted to participate in the Class, and to the fullest extent permitted by law, the Participant, by signing this Release and by his or her participation in the Class, voluntarily releases, waives, discharges and gives up, in advance of any participation in the Class, any claims and causes of action of any and all kind whatsoever that Participant may be entitled to assert against WAH or SMY, Instructors, and any of their respective shareholders, members, directors, officers, employees, contractors, lessors, vendors, agents or other related parties, other participants in the Class and all others, as applicable, and releases all of the foregoing persons from any and all liability for injury, death, damage or loss suffered by Participant while participating in the Class, using the venue or other facilities where the Class is offered, engaging in any activities incidental thereto, including traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of those released in this Release.

**5. General Provisions.** The Participant’s intent is to give full legal validity to this Release and to bind the Participant, the Parent/Guardian if applicable, and their respective heirs, executors, administrators, successors and assigns. If any part of this Release is deemed to be invalid, this Release shall remain in full force and effect on its remaining terms and conditions. If the Participant or anyone else ever attempts to disaffirm or void this Release, the Participant agrees to indemnify and hold all of those

released in Section 4 above absolutely harmless from any and all such attempts, claims, suits or causes of action, judgments and all costs or expenses of those released hereby, including all reasonable attorneys' fees.

It is agreed that only the laws of the State of Oregon and the United States of America shall apply to this Agreement and that it is to be given full and complete effect to the fullest extent provided by law.

Agreed and confirmed:

Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of Participant*

Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### **Approval of Parent/Guardian for Minor Participant**

If the Participant named above is a minor, then the undersigned Parent/Guardian hereby affirms under penalty of perjury that he or she is the lawful parent or guardian of the Participant, is fully empowered under applicable law to act on behalf of the Participant, hereby ratifies and approves this Release and agrees on behalf of Parent/Guardian and the Participant to be fully bound by its terms and provisions, and agrees to cooperate with WAH and SMY in taking such actions as may be necessary to secure judicial approval of this Release if WAH or SMY elects to do so.

Agreed and confirmed:

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of Parent/Guardian*

Print Name: \_\_\_\_\_

Parent/Guardian's Email Address: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_