



RELEASE & WAIVER OF LIABILITY AGREEMENT

MOVE YOUR HYDE POWER YOGA LLC

I understand that my participation in yoga, Capoeira, and other classes and workshops (the "Classes") taught by Move Your Hyde Power Yoga LLC, an Ohio limited liability company (the "LLC"), will involve performing various yoga postures and other movements and activities in a heated environment. I acknowledge that participating in such Classes will require physical exertion, may be strenuous, and may expose me to a risk of personal injury. I understand that instructors and fellow students may physically assist me in holding, modifying, or moving into and out of certain yoga postures or may otherwise come in contact with me intentionally or accidentally. I understand that Classes may include postures or other activities involving back bends and head stands. I understand that it is my responsibility to consult with a physician prior to participating in the Classes offered. While instructors will provide verbal instructions during class, **I agree to participate in the Classes at my own pace, and at my own risk, and I will cease participation if I feel over exerted or fatigued.** If at any time I believe that a posture is unsafe for me or that I am unable to participate due to physical or medical conditions, I will immediately discontinue participation.

By signing my name below, I acknowledge and agree to the terms contained herein, am representing that I am physically fit to participate in the Classes offered, am fully aware of (and assume) the risks and hazards of participating in the classes, and agree to assume full responsibility for any and all injuries and/or damages, known or unknown, which I may incur as the result of Classes and/or related activities. I acknowledge that in no way is the LLC responsible for the safekeeping of my personal belongings while I attend class. I also authorize the LLC to email information to my email address which I voluntarily provide below.

By signing my name below I release the LLC, its members, managers, employees, and agents, Manatee Properties LLC and the Cincinnati Athletic Club (the owners of the premises where the yoga studios are located/operated), its members, managers, employees, and agents, the Michigan Terrace Condominium Association, all teaching instructors, volunteers, participants and other students in the Classes, and all other persons and/or entities acting for or on behalf of any of the aforementioned (hereinafter collectively referred to as the "Released Parties"), from any and all damages, injury, liability, negligence, and any other claims on behalf of myself and my children, parents, heirs, assigns, personal representatives, and estate arising from or connected to my voluntary participation in the Classes. Further, I hereby agree to defend, indemnify, and hold harmless the Released Parties from and against any and all damages, expenses, and liability (including for attorney fees) which may result from my actions while in the Classes or on the premises.

I have had sufficient time to read this agreement and have either consulted with my legal counsel or have knowingly and voluntarily waived my right to do so. Given that this agreement is being signed in consideration of the provision of Classes in which I desire to participate, I understand that I will NOT be able to participate in classes unless and until this agreement is executed. I understand that the cost to me of the classes would be significantly higher if I choose not to sign this release.

If any portion of this agreement is found to be void or unenforceable, the unaffected portions shall remain in full force. This agreement is to be governed pursuant to the laws of the State of Ohio, without regard to any choice of law or conflict of law provisions. I consent to the jurisdiction and venue of the courts sitting in Hamilton County, Ohio.

Signature _____ Date _____ Email _____

Name _____ Address _____

Phone _____ City _____ State _____ ZIP _____

EMERGENCY CONTACT INFORMATION:

Name _____ Phone _____

How did you hear about us (please check all that apply):

FRIEND INTERNET SEARCH AD ON INTERNET AD ON RADIO OTHER _____