

Gypsea Yoga School Waiver

I, the undersigned, do hereby consent and agree to the following provisions as are set out in this waiver and release of liability and assumption of risk agreement (hereinafter the Agreement):

1. I intend to and shall participate in a Gypsea Yoga School class, workshop, retreat, teacher training, continued education program and/or other yoga-related teaching program or events (hereinafter Teaching Program) offered by Courtney Fletcher during which course I shall receive instruction concerning yoga exercises and I shall practice yoga exercises.
2. I understand that yoga in general and Gypsea Yoga School in particular involves strenuous physical activity, which may require balance, flexibility, muscle strength, aerobic fitness, mental concentration and other physical and mental abilities. I understand that yoga classes and the practice of yoga may be physically and mentally stressful and tiring, and that such classes and practice can result in new injuries or in re-injuring old injuries, including muscle soreness, strains, sprains, pulls, or tears, cuts or bruises, illnesses, or other unforeseeable risks which cannot be specified in advance. I have previously taken yoga classes or have otherwise conducted sufficient research into the practice of yoga to fully appreciate the type of activities taking place in yoga classes. I intend to and shall participate in a Gypsea Yoga School class, workshop, retreat, teacher training, continued education program and/or other yoga-related teaching program or events (hereinafter Teaching Program) offered by Courtney Fletcher during which course I shall receive instruction concerning yoga exercises and I shall practice yoga exercises.
3. In consideration of the foregoing, I hereby represent and warrant that I am in good physical condition and do not suffer from any disability, illness, impairment, disease, infirmity or condition which would limit or prevent my full participation in this Teaching Program. I further represent and warrant that:
 - Either I have had a physical examination and have been given my physician's permission to participate in this yoga program, or
 - I have, after careful consideration of my physical and mental condition at present, decided to participate in this Teaching Program without the approval of my physician, and
 - In either event, I do hereby voluntarily assume all responsibility for my participation and activities in this Teaching Program and for any risks, injuries or damages which I might incur as a participant in the Teaching Program, including without limitation, traveling to or from and entering or leaving the location or premises at which the Teaching Program is held and making use of its facilities, participating in the Teaching Program itself, practicing or training for participation in the Teaching Program and any and all components of the curriculum offered under the Teaching Program, performing on my own the exercises, routines and yoga postures I have learned at the Teaching Program

(either before, during or after the Teaching Program), and being instructed by paid or volunteer yoga instructors in at the Teaching Program.

4. Notwithstanding the foregoing, if I do have any physical injuries or conditions, which might hamper my yoga practice, lead to pain or injuries when practicing yoga, or affect my participation in the Teaching Program in any other way, I shall promptly inform Courtney Fletcher in writing of those injuries or conditions at any point in time as such conditions may arise.
5. **I agree to remain fully aware of my physical and mental conditions and limitations and I assume full responsibility for my physical and mental conditions and limitations while participating in this Teaching Program. I understand that I am at all times responsible for using sound judgment to ensure that I practice yoga at a pace and level of effort that feels safe and appropriate to me and my physical and mental conditions. I further agree to follow all rules and instructions of the persons teaching or assisting in this Teaching Program. I further agree that I shall not commit any actions that might impair my physical and/or mental condition and functioning, which might result in my being in a physically and/or mentally impaired state during any part of the Teaching Program, for example: using alcohol, illegal drugs, pharmaceuticals, cigarettes or other harming substances.**
6. In consideration of my admittance to participate in this Teaching Program, I, for myself, as well as for my heirs, guardians, executors, administrators, successors and assignees, hereby release (forever and irrevocably) Courtney Fletcher and any teachers or assistants involved in any way in the offering or the provision of this Teaching Program, the sponsors, host and facility providers of this Teaching Program, the directors, officers, shareholders, employees, agents and attorneys of each of the foregoing, the licensees, successors and assigns of the foregoing, and any other parties acting in concert with any of the foregoing (with all the foregoing parties being hereinafter collectively referred to as the Released Parties), from any duties, agreements, claims, counter-claims, debts, obligations, costs, expenses, loss of services, actions, risks, injuries, damages, accidents, liabilities, claims, demands, judgments, losses, costs and causes of action of any kind whatsoever arising or resulting from or relating in any way (in whole or in part) to my participation in this Teaching Program or any other yoga program with any of the Released Parties in the future, regardless of whether any such claims, injuries, etc. result from my own actions, inaction or negligence, the actions, inaction or negligence of other participants to the same or future Teaching Programs, the alleged actions, inaction or negligence of any of the Released Parties or any combination of the foregoing. No representations of any kind have been made to me by any of the Released Parties to induce me to sign this release form; I am signing this form because I wish to attend Gypsea Yoga School 200hr Yoga Teacher Training Program.
7. Without prejudice to any considerations herein, I agree not to sue or bring any legal claim, proceeding or action against any of the Released Parties (and I hereby knowingly, voluntarily and expressly waive any right to bring any such action) for any action or inaction (including any action or inaction constituting negligence) of the Released Parties resulting in personal injury, defamation, libel, invasion of privacy or any other similar harm as a result of my

participation in this Teaching Program, irrespective of whether the cause, nature or existence of any such claim is known or unknown to me at this time. I understand that some of the potential injuries I might suffer in yoga classes are foreseeable, and that others are unforeseeable and that any such injury, which I do suffer, may be known or unknown to me for any given length of time. To the extent permitted by law, I hereby waive and relinquish all rights and benefits I might have now or in the future under any federal or state statutes or common law provisions that either (i) do not extend to claims which I do not know or suspect to exist to be in my favor at the time of executing this release that, which if known, would or might have materially affected my agreement to the provisions of this Agreement or (ii) otherwise prevent or hamper the enforceability of releases or waivers of claims under this Agreement.

8. Should any part of this Agreement be found invalid or not enforceable by law, I understand and agree that the remaining provisions of this Agreement shall remain to be in force and continue to be enforceable to the greatest possible extent. Any modifications to this Agreement must be in writing agreed by both parties. This Agreement inures to the benefit of myself, Gypsea Yoga School, Hospedaje el Bosquecito, and the Released Parties involved in offering this Teaching Program and represents the entire agreement between concerning such Teaching Program and the subject matter hereof.

I hereby represent and warrant that either:

- I am at least eighteen (18) years of age and am competent in all ways to sign this Agreement and I realize that this is a legally enforceable and binding document. By clicking the box below I certify that I have read and understood every part of this Agreement and I agree to comply with all of its terms and conditions; OR
- I am the parent / legal guardian of the applicant (the Applicant). I understand that I assume full responsibility for the Applicant while he or she is participating in the Teaching Program. By clicking the box below I certify that I have read and understood every part of this Agreement and I agree to the terms and conditions thereto on behalf of and for the Participant. I represent and warrant that I am competent in all ways to sign this Agreement and I realize that this is a legally enforceable and binding document.

Signature

I am the individual given above. I confirm that all information provided herein is true, accurate and up to date. Further, I agree that to the extent that there are any changes to the information provided above that may affect my ability to attend the Teacher Training, I shall inform Courtney Fletcher of Gypsea Yoga School as soon as possible hereof. I understand and agree that any and all information I submit via this Online Application Form will be sent to Gypsea Yoga School. I will make a photocopy for myself for the purposes of registration and application for the training in question. In addition, I confirm that I have read, understood and agreed to the payment and refund terms.

Sign: _____ Date: ____/____/____

Print: _____