



Indigo Yoga Dayton LLC, Waiver/Health History Form

SECTION I: PERSONAL INFORMATION

*Name: _____

Birthdate: _____

*Address: _____ *City: _____ *State: _____ *Zip Code: _____

Primary Phone: _____ (Cell preferred) *E-mail: _____

*Emergency Contact Name: _____ *Emergency Contact Phone: _____

(* denotes required fields)

SECTION II: RISK ASSESSMENT

Heart Disease	YES NO	
Shortness of Breath or Chest Pain	YES NO	Inhaler? YES NO (if "yes", please bring it to every class)
High Blood Pressure	YES NO	Levels: _____
High Cholesterol Level	YES NO	
Significant Bone/Joint/Muscle Pain	YES NO	Location: _____
Back Pain	YES NO	
Cigarette Smoking	YES NO	How Much: _____
Abnormal Resting EKG	YES NO	
Diabetes	YES NO	Insulin Dependent? YES NO
Pregnancy	YES NO	Trimester: _____

Other? Please explain: _____

Are you active? YES NO
Activity or Exercise: _____
Times per week: _____
Minutes per session: _____

Are you currently taking any medication(s)? YES NO Type: _____

How did you find out about us? (Please Circle) Website Advertisement Word of Mouth Picked up Schedule
Other Referred By: _____

Would you like to be included on our mailing and email list? YES NO

SECTION III: AGREEMENT

1. In consideration of participating in Yoga, I agree and acknowledge that I am fully aware that participation in Yoga involves risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

2. **"Claims"** include but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. **"Released Party"** means **Indigo Yoga Dayton LLC** or any of its affiliates, franchisees and their respective heirs, assignees, representatives, directors, officers, agents, employees or volunteer staff.

3. I agree and acknowledge that:

a. I am in sufficient physical condition to participate in the Activity, and I am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.

b. I understand my physical limitations and I am sufficiently self-aware to stop physical activity before I become ill or injured.

4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against Indigo Yoga Dayton LLC, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else.

5. I agree not to sue Indigo Yoga Dayton LLC for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees) they may incur in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

6. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

7. I am aware that it is advisable to consult a physician prior to participating in the Yoga class. If I have consulted a physician, I have taken the physician's advice. If I have not consulted a physician, I assume the risk of not doing so.

8. I grant my permission to Indigo Yoga Dayton LLC and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Yoga class or workshop, which may depict, record or refer to me for any purpose ("**Likeness**"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated nor receive any additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

9. No warranties or representations have been made to me about the Activity, which are not stated on this form. I understand and intend that this document acts as the broadest and most inclusive assumption of risk, waiver, release of liability, and agreement not to sue and indemnity.

10. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators and assigns may have against Indigo Yoga Dayton LLC and its teachers.

I also understand that **(please initial)**:

_____ All payments are non-refundable or transferrable for any reason, including, but not limited to vacation, illness and injury.

_____ The scheduling and content of the Yoga classes and workshops may be changed on occasion.

_____ All N.S.F. checks will be charged a \$30.00 fee.

_____ I will notify instructors immediately of any pain and/or major discomfort felt during any activity.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

Print Name

Date:

Signature