

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, hereby certify that I am in good physical health and do not suffer from any injury or medical condition that would limit my participation in the yoga classes, workshops or programs offered at **breathe yoga®** studios. I understand it is my responsibility to consult my physician (as well as a legal guardian and/or parent if I am a minor) to receive approval to participate in these activities. I acknowledge that my participation is voluntary.

I am fully informed that a **breathe yoga®** studio is a power vinyasa studio where classes are conducted in a heated room. Since the classes at **breathe yoga®** studios are flow yoga, I understand the yoga programs and instruction will involve intensive physical activity/movement, which will often stress cardiovascular and musculoskeletal health and also challenge my strength, flexibility, and endurance. Should I feel any pain, discomfort or strain during class, I assume full responsibility for easing out of the pose and resting, and/or consulting my physician as needed. I take full responsibility for knowing and acting within my abilities and limitations, and adjusting or ceasing my participation as needed to ensure my own safety. I agree to follow all directions from my instructor and other **breathe®** employees, which I acknowledge are for my safety.

I understand that I may receive physical assists or adjustments from either an instructor or an assistant to enhance my yoga practice or correct my body alignment during class. I assume full responsibility for alerting both the instructor and assistant, before each class, of any injuries or limitations I may have. Should I choose to not receive any hands-on assisting or adjustment techniques, I am accountable for communicating that request to both the instructor and assistant prior to each class.

I UNDERSTAND THERE ARE INHERENT RISKS INVOLVED WITH PARTICIPATING IN ACTIVITIES AT breathe yoga® studios, INCLUDING THE RISK OF SERIOUS INJURY OR DEATH, AND FULLY AND FREELY ASSUME ALL RISK OF HARM, WHETHER KNOWN OR UNKNOWN, FROM ANY CAUSE WHATSOEVER, ASSOCIATED WITH THOSE ACTIVITIES.

I hereby release, discharge, and agree not to sue breathe yoga franchise, LLC d/b/a **breathe yoga®**, breathe yoga & juice bar, inc., and **breathe yoga®** franchisees, along with all of their owners, instructors, assistants, and employees (collectively, the "Releasees"), for any claim, demand, injury, damage or liability of any kind resulting from my participation in the yoga programs and instruction offered at and through **breathe yoga®** studios, including not limited to any claims for negligence or gross negligence. If I or anyone on my behalf makes a claim against any of the Releasees for any claims released in this Agreement, I agree to indemnify, save, and hold harmless each of the Releasees from all fees (including attorney's fees), expenses, damages, liability, and costs which any of them incur as a result of such claim.

I understand and agree that any claim against Releasees is limited to any fee(s) I have paid to Releasees.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I have signed it voluntarily without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the fullest extent allowed by law. I agree that if any portion of this agreement and release is deemed to be invalid, the remainder shall continue in full force and effect.

Signature of Participant (or parent/guardian if Participant is a minor)