

North Flow Yoga | NFY PerformanceLab: Agreement of Release Waiver of Liability Form

* Name: _____

*Address: _____ *City: _____ *Postal Code: _____

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

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

*Date Of Birth MM/DD/YYYY _____

Circle which applies *Friend *Flyer *Drive-by *Internet *Advertisement *Walk-in *Other

* In consideration of participating the “**Activity**”, I agree and acknowledge that I am fully aware that participation in the Activity involve 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.

* “**Claims**” includes 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 North Flow Yoga NFY PerformanceLab or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, employees or volunteer staff.

* I agree and acknowledge that: I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury and freely accept these risks.

* 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 any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any resources which I may now or hereafter have resulting from any decision of any Released Party.

* I agree to Release Party 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) 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.

* I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician’s advice.

* I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity 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 or receive 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.

* 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 act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

* I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

PHOTO/IMAGE RELEASE AND WAIVER

I hereby give North Flow Yoga/PERFORMANCELAB, legal representatives the irrevocable right to use my name/photograph/image/audio recording/video recording/ and likeness (“My Image”) in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications as released to or by North Flow Yoga/PERFORMANCELAB. I have carefully reviewed and understand the above and agree by them. I voluntarily give my consent and agree to this Release and Waiver.

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

Participant’s Signature _____

Date _____

Signature of Parent/Guardian _____

Date _____