

CANCELLATION POLICY

IN ORDER TO BEST SERVE EVERYONE IN OUR COMMUNITY, THE COURTESY OF 7 DAYS NOTICE IS REQUESTED WHEN CANCELLING EVENT REGISTRATIONS. We would ask you to honor the time and schedule of the retreat host, and their costs already incurred in preparing for this retreat by paying 50% of the full cost of the retreat with this 7 day notice. Late Cancellations are anything less than 7 days notice, and will incur the full cost of the retreat (no refunds will be issued).

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in health or fitness club activities online or in studio, including yoga, massage and bodywork, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Living Yoga Collective and its owners, directors, officers, employees, agents, instructors, therapists, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health or fitness club activities, including yoga, massage and bodywork involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. I am aware that certain health conditions may put me at additional risk, and I assume all responsibility. I agree to disclose if I am or become pregnant at the time of receiving services, or participating in the activities listed.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. Furthermore, I

attest I have never been instructed by any medical or healthcare professional to not participate in any of the activities listed here.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.

Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created directly, or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7.Assumption of the Risk and Waiver of Liability Relating to

Coronavirus/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Living Yoga Collective and its practitioners and teachers have put in place preventative measures to reduce the spread of COVID-19. By signing this agreement, or acknowledging its contents online, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and that such exposure or infection may result in

personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Living Yoga Collective locations may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other students, clients,

therapists, teachers and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance or appointments. On my behalf I hereby release, covenant not to sue, discharge, and hold harmless Living Yoga Collective, its therapists, teachers and owners, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Living Yoga Collective, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after sessions, classes or appointments with Living Yoga Collective.

I agree that if I am hurt or my property damaged during my participation in any activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

I understand by checking the box to agree to these terms and conditions, I am electronically signing.

8. I agree to notify the retreat host of any food or skin allergies at least 7 days before the retreat date, and do not hold Living Yoga Collective, its employees, agents, and representatives liable for any damages or costs related to allergic reactions.