



RELEASE AND WAIVER OF LIABILITY

PERSONAL INFORMATION				
				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Rather Not Say
_____	_____	_____	_____	
Last Name	First Name	Company Name	Date of Birth (MM/DD/YY)	
_____	_____	_____	_____	_____
Home Address	Apt. #	City	State	Zip Code
_____	_____	_____	_____	_____
Cell Phone	Email Address			
_____	_____			
Contact Person In Case of Emergency	Emergency Phone	Relationship		
_____	_____	_____		
Medical Conditions (Please list any injuries or existing medical conditions): _____		Would you like to receive our newsletter? Yes / No		
		Would you like to receive our reminders and notifications? Yes / No		
How did you hear about us? (Please check all that apply):				
<input type="checkbox"/> Mailing / Email	<input type="checkbox"/> Another Client / Student	<input type="checkbox"/> Former Member	<input type="checkbox"/> YogaWorks Website	
<input type="checkbox"/> Publication / Magazine	<input type="checkbox"/> Corporate / Partnership	<input type="checkbox"/> Grassroots / Flyer / Event _____		
<input type="checkbox"/> Website	<input type="checkbox"/> Drive By / Walk By	<input type="checkbox"/> Other _____		
Have you ever done yoga before? If so, where?: _____				
What are you currently doing for exercise?: _____				
What brought you to YogaWorks today?: _____				

By signing this Release and Waiver of Liability (this "Release"), you expressly acknowledge that the use of the facilities of YogaWorks, Inc. and its subsidiaries and affiliates (collectively, "YogaWorks") may involve strength, flexibility, aerobic, cardio, and/or other exercises, including the use of equipment, as well as soft tissue manipulation or manual adjustments (which may include the instructor, assistant, trainee, or mentee guiding your body to a pose or specific movement), all of which can be potentially hazardous activities that naturally involve the risk of injury to you, whether you or someone else cause it. You hereby agree that you understand and voluntarily accept this risk. In addition, you represent that you are (and at all times moving forward, when taking classes or receiving instruction by or through YogaWorks) in good health and have no disability, impairment, injury, disease or ailment that would prevent you from safely engaging in active or passive exercise or soft tissue manipulation or which would cause increased risk of injury or adverse health consequences as a result of engaging in active or passive exercise, and you further acknowledge and understand that it is your duty to notify your YogaWorks teacher in advance of each and every class of any changes in your good health standing. Further, you acknowledge and agree that YogaWorks and its employees and agents do not diagnose or prescribe treatment for any illnesses or injuries. No service provided by YogaWorks is a substitute for medical treatment or care. Please inform your YogaWorks teacher in advance of each class if you prefer not to receive manual adjustments. Failure to do so will be deemed implied consent to receive manual adjustments in a class.

All sessions, classes, use of YogaWorks' studio facilities, use of YogaWorks' studio-provided equipment (whether during a class or otherwise), use of any apparatus located within a YogaWorks facility or use of any other YogaWorks service shall be at your sole risk. You understand that the decision to use any equipment or apparatus, or the selection of programs, methods and types of equipment, shall be solely your responsibility, and at no time may you use any equipment without supervision by a YogaWorks teacher. Although YogaWorks instructors may provide guidance during a class or individual session, it is your sole responsibility to discontinue participation in any activity you feel is beyond your capability to safely perform. You hereby acknowledge and agree that YogaWorks shall not be liable to you or any other party for any claims, demands, damages or causes of actions due to injury to you or any property, including, without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse or partner, guest, unborn children or relatives, arising out of or in connection with your engagement in any activities at any YogaWorks' facility or the use of the services or facilities of YogaWorks regardless of whether the injury or damages were caused by the negligence of YogaWorks, its employees or its agents, trainees, assistants, or mentees, and you hereby release YogaWorks from any and all liability related thereto. This Release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during classes or individual training sessions. You acknowledge and agree that this Release applies to any and all incidents occurring on any YogaWorks owned, operated or controlled premises, including slip or trip and fall incidents, regardless of the cause. You further acknowledge and agree that YogaWorks is not liable and does not assume responsibility for any claims, losses, damages, costs or expenses arising out of any inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any act or omission of YogaWorks or any other party. The scope of this Release specifically includes any and all injuries sustained on the premises of any YogaWorks facility and during any event or program organized or operated by YogaWorks away from its facilities, including, without limitation, parks, beaches, community centers and schools. Further, you understand and acknowledge that YogaWorks does not manufacture any of the fitness or other equipment at its facilities but purchases or leases equipment from third parties. As such, you acknowledge and agree that YogaWorks is solely providing recreational services and may not be held liable for defective products.

Refunds, Cancellations, and Expiration

You understand that refunds, cancellations, termination, and policies and procedures regarding autopay, monthly, and/or paid in full membership options are governed by your "Membership Agreement." Full payment is required to reserve a space in a workshop and all workshops are non-refundable – cancellations made two weeks or more prior to the workshop start date will result in the issuance



of a store credit. Class packages purchased for a finite number of group classes are non-refundable, and expire six (6) months following the purchase date, but may be re-activated at the discretion of YogaWorks. In addition, YogaWorks does not issue refunds for cancelled group classes, but instead issues a store credit, if applicable. Retail purchases at YogaWorks' locations are returnable in exchange for store credit for merchandise, excluding gift cards, mats, props, towels, and opened media items, if returned with a receipt within 14 days of purchase; provided, however, all sale items are final and non-returnable.

Private yoga and/or pilates sessions (collectively, "Privates"), whether individual or in small group format, are non-refundable and expire one (1) year from the date of purchase. Privates are non-transferable or shareable, or interchangeable for other goods or services. Private sessions start from the time of the scheduled session, not the time of your arrival. In order to cancel a pre-scheduled Private, twenty-four (24) hour advance notice is required; failure to do so will result in forfeiting the pre-paid session. All Privates may be in a studio room with other participants practicing at the same time under separate instruction.

You expressly acknowledge and agree that by signing below you are relinquishing all rights you may have to sue YogaWorks for injuries arising out of the use of any YogaWorks facilities or its services. You further acknowledge that you understand the policies and procedures stated herein including, without limitation, with respect to cancellation, refunds, and expiration of services or products. This Release is intended to be interpreted as broadly as allowed under the law of the state where your primary YogaWorks facility is located.

By signing below, you certify that you have carefully reviewed, fully understand and agree to the above.

Print Name

Signature

Date