

# PALM BEACH ATHLETIC WEAR & YOGA Release of Liability; Assumption of Risk; Indemnification and Covenant Not to Sue

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Mailing Address			
City	State	Zip Code	Telephone
Email Address		Driver's Licence	
Emergency Contact Name	Emergency Contact Relationship	Emergency Phone	Referred By:

This release of liability, assumption of risk, indemnification and covenant not to sue is an important legal document! By signing it, you are giving up certain rights. **BE SURE TO READ IT CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to participate in one or more of the following activities offered by or involving Palm Beach Athletic Wear & Yoga: a) Yoga; (b) Hot Power Yoga; (c) Aerial Yoga/Anti-Gravity Yoga; or any other Pilates, yoga, or aerial silks; I hereby agree as follows:

### 1) RELEASE OF LIABILITY.

I hereby release Palm Beach Athletic Wear & Yoga, and their employees, instructors, agents, volunteer staff, representatives, officers, directors, members, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands, or causes of action, whether known or unknown, suspected or unsuspected, arising out of any damage, loss, or injury to me (including my death) or my property as a result of or in any way connected with my participation in any of the Activities, whether resulting from the negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause.

### 2) ASSUMPTION OF RISK.

I know and understand the scope, nature and extent of the risks involved in the Activities and that some dangers cannot be foreseen. I understand that these risks include but are not limited to: broken bones; sprains; contusions; lacerations; concussion; heart attack; paralysis; death; falls from, or contact with rocks, walls, or equipment; loose or damaged holds; equipment malfunction; defective or negligent design or manufacture of equipment; negligent operation of the equipment; or negligent instruction or supervision. I further understand that I may be exposed to other risks that may not be foreseeable. I voluntarily and expressly choose to incur all risks, whether known or unknown, associated with the Activities.

### 3) AGREEMENT NOT TO SUE.

I hereby agree never to initiate or assist in the prosecution of any lawsuit, cause of action, or claim for damages against the Released Parties. I further agree that my heirs, personal representatives, or any one else claiming on my behalf, shall not initiate or assist in the prosecution of any lawsuit, cause of action, or claim for damages against the Released Parties. If I initiate, or if anyone on my behalf initiates, any lawsuit, cause of action, or claim for damages against any of the Released Parties, I agree that the Released Parties shall be entitled to recover from such suing party all attorneys' fees and costs incurred in the defense of such lawsuit, cause of action or claim and any actions arising there from.

### 4) INDEMNITY AGAINST THIRD PARTY CLAIMS.

I agree to indemnify the Released Parties from any and all losses, claims, actions, or proceedings of every kind and character, including attorneys' fees and expenses, presented or initiated by any third person or organization as a result of my direct or indirect participation in the Activities, whether resulting from the negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause

### 5) LIMITATION OF WARRANTY.

**Palm Beach Athletic Wear & Yoga, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FACILITIES, EQUIPMENT OR VEHICLES PROVIDED FOR THE ACTIVITIES. Palm Beach Athletic Wear & Yoga DISCLAIM ALL WARRANTIES EXPRESS, IMPLIED OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

I ACKNOWLEDGE AND ACCEPT THIS LIMITATION OF WARRANTY. I ALSO ACKNOWLEDGE THAT THE EQUIPMENT PROVIDED BY **Palm Beach Athletic Wear & Yoga** FOR INDOOR OR OUTDOOR ACTIVITIES HAS BEEN PREVIOUSLY USED FOR SUCH ACTIVITIES.

### 6) APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE.

I agree that the laws of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this agreement, and that Florida law shall govern any dispute arising from the Activities. Should this agreement be violated and suit be brought against any of the Released Parties, I hereby waive my right to a jury trial and I consent to personal jurisdiction and venue in the state courts located in Palm Beach County, Florida if Palm Beach Athletic Wear & Yoga is the defendant.

7) SEVERABILITY OF PROVISIONS.

I agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further agree that if any portions of this agreement are found to be unenforceable or against public policy, only those portions shall fail and I will be bound by the remainder of the agreement. If a portion of any provision is held invalid or unenforceable the remainder of the provision shall remain in full force and effect. I specifically waive any un-enforceability or public policy argument that I could make against the Released Parties as a result of my participation in the Activities.

8) CONTINUATION OF OBLIGATIONS.

I agree that the terms and conditions of this agreement (i) shall continue in full force and effect at all times that I participate, either directly or indirectly, in the Activities, and (ii) shall be binding upon my heirs, personal representatives, and/or anyone else claiming on my behalf. This agreement supersedes and replaces any prior similar agreement between the Released Parties and myself.

9) PHYSICAL AND MENTAL CAPABILITIES.

I confirm that I am physically and mentally capable of (i) participating in my chosen Activities and (ii) using the related equipment. If my mental or physical condition changes after I sign this agreement so that I am no longer capable of participating in the Activities or using the equipment, I will immediately cease participating in the Activities and using the equipment.

10) MEDICAL AUTHORIZATION.

I authorize the Released Parties to administer first aid and/or CPR as they deem appropriate in their sole discretion. In the event that I am unconscious or unable to make medical decisions for myself, I authorize the Released Parties, as they deem appropriate in their sole discretion, to obtain emergency medical services and treatment for me including, but not limited to, arranging for transportation to the nearest medical facility. I agree to abide by and be bound by any decisions as if they were made by me and will assume full financial responsibility for all medical care and/or transportation. I acknowledge that it is my responsibility to secure adequate insurance for such first aid and medical care.

11) RULES AND CONDITIONS.

I acknowledge that rules, directives and procedures ("Rules") for participation in the Activities and conditions of the Palm Beach Athletic Wear & Yoga may change at any time in the sole discretion of the Released Parties. I agree to pay attention to the condition of any equipment I may use and to immediately advise Palm Beach Athletic Wear & Yoga personnel if I do, or notice, any damage. I agree to (i) read and abide by all Rules in effect every time I participate in the Activities and (ii) promptly leave if directed to do so by any Palm Beach Athletic Wear & Yoga personnel.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.  
CERTIFICATION/WAIVER OF RIGHTS.

I hereby certify that I am 18 years of age or older and have full legal authority to sign this agreement. I hereby certify that (i) I have read this entire agreement, (ii) I understand its terms, (iii) I am voluntarily giving up legal rights that I might otherwise have, and (iv) I am signing this agreement knowingly and voluntarily.

Signature of Participant [ \_\_\_\_\_ ]  
(18 years & older must sign)

Participant Name (print please) \_\_\_\_\_

Driver's License or ID: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Parent(s)**  
*(or Legal Court Appointed Guardian)*

[ \_\_\_\_\_ ]

Parent/Guardian Name \_\_\_\_\_

Driver's License \_\_\_\_\_

Date \_\_\_\_\_