

CONSENT AND RELEASE OF LIABILITY AGREEMENT

This Consent and Release of Liability Agreement (the “Agreement”) is made between Third Eye Yoga, LLC (“Third Eye Yoga”), a New Hampshire limited liability company located at 581 Calef Highway, Third Floor, Epping, New Hampshire, and _____ (“Participant”). Be advised that you are unable to practice in our studio without signing this Agreement.

Recitals

Third Eye Yoga provides yoga services for all levels, from vinyasa and dynamic flow classes to gentle, prenatal, and teen-focused offerings. Participants must agree to the consents and Release of Liability contained in this Agreement before they will be permitted to participate in Third Eye Yoga services and events.

The undersigned Participant consents and agrees as follows:

1. To abide by all Third Eye Yoga policies, procedures, rules, posted signs and written or oral instructions.
2. **Initial_____** I authorize Third Eye Yoga to use any photos or videos taken of me for promotional use including but not limited to brochures, newsletter, and marketing materials to promote an event and Third Eye Yoga services. I understand that all digital image files, prints, films, and negatives become the property of the Third Eye Yoga and may be used without prior notification or compensation of money, services, or goods.
3. **Initial_____** I do not authorize Third Eye Yoga to use any photos or videos taken of me for promotional use including but not limited to brochures, newsletter, and marketing materials to promote an event and Third Eye Yoga services.
4. To control my body and words and behave in a safe manner in consideration of my own well-being and that of other Third Eye Yoga participants and Third Eye Yoga employees.
5. I am fully aware and appreciate the risks associated with participating in Third Eye Yoga services and events, including the risk of physical injury, muscle strain, dehydration, paralysis and even death as well as other damages and losses associated with participation in Third Eye Yoga services and events. I understand that it is my responsibility to remain hydrated, to monitor my physical condition, and to discontinue participation if I experience discomfort or distress.
6. I understand that Third Eye Yoga’s instructors are not medical professionals, and that any guidance provided, including in connection with prenatal classes, is not medical advice or a substitute for medical advice. I acknowledge that I have been advised to consult with a physician prior to participation, particularly if I am pregnant or have any pre-existing medical conditions.
7. I understand that instructors may offer hands-on adjustments or physical assists during class. I acknowledge that I have the right to decline such contact and agree that it is my responsibility to inform the instructor if I do not wish to be physically touched.
8. I understand that if I choose to use Third Eye Yoga’s facilities, including but not limited to showers, common areas, and equipment, and I assume all risks associated with such use.
9. I acknowledge that Third Eye Yoga may host events that include the service of food, beverages, or alcohol, whether provided by the studio or third parties, and I assume all risks associated with

consumption of the provided food, beverages, or alcohol. Third Eye Yoga shall not be liable for any adverse effects, injuries, or damages arising from such participation.

10. I understand that Third Eye Yoga may end my participation with Third Eye Yoga services and events should Third Eye Yoga find I failed to follow Third Eye Yoga's policies, procedures, rules, signs and instructions or that I am a disturbance to the performance of Third Eye Yoga's services and events, or danger or safety to myself or others.
11. I shall immediately report to Third Eye Yoga anything I observe or that is shared with me that: 1) impacts the safety of participants or employees; 2) is inappropriate behavior or 3) a violation of New Hampshire state law.
12. I understand that Third Eye Yoga provides services and events at various locations, both indoors and outdoors, and that this Agreement applies in whatever location Third Eye Yoga provides its services and events.
13. I understand the nature of Third Eye Yoga services and events and attest that I possess the necessary experience and capabilities and that I am in good health and proper physical condition to participate in Third Eye Yoga services and events.
14. I authorize Third Eye Yoga to seek medical treatment by calling 911 and to contact my emergency contact identified below on my behalf in case of injury, accident, or illness.

RELEASE OF LIABILITY

15. In consideration of my being allowed to participate in Third Eye Yoga services, we hereby waive, release, and discharge any claims for damages, death, personal injury, **negligence**, or property damage which we may have against Third Eye Yoga arising from our participation in Third Eye Yoga services and events. This Release of Liability is intended to discharge Third Eye Yoga, its owners, agents, representatives, volunteers, contractors, and employees from and against any liability, whether for inherent risks or other alleged causes arising out of or connected in any way with our participation in Third Eye Yoga services and events, including emergency rescue efforts. I agree to release, defend, indemnify and hold harmless Third Eye Yoga, its owners, agents, representatives, volunteers, contractors, and employees for any claims or lawsuits against them by us or by anyone claiming to act on our behalf. I further understand that this Agreement is binding upon my heirs and personal representatives. The above Release of Liability in paragraph 15 applies in whatever location Third Eye Yoga provides its services and events.

General Terms

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, then such holding shall not invalidate or render unenforceable any other provision hereof.
17. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be interpreted to be, a waiver of any subsequent breach.

18. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law rules or provisions that would apply the laws of any other jurisdiction.

19. Termination. This Consent and Waiver of Liability Agreement is valid for one year from the date of its execution and will be expected to be renewed annually should I continue Third Eye Yoga services.

THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF BY SIGNING THIS AGREEMENT AND THAT I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE READ THIS AGREEMENT CAREFULLY. I UNDERSTAND AND ASSUME THE RISKS INVOLVED. BY SIGNING, I CERTIFY THAT I AM 18 YEARS OR OLDER. BY SIGNING, I GIVE UP MY RIGHT AND THE RIGHT OF MY HEIRS AND PERSONAL REPRESENTATIVES TO BRING ANY CLAIM OR LAWSUIT AGAINST THIRD EYE YOGA OR ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES VOLUNTEERS OR EMPLOYEES.

Print Name of Guardian

Date

Signature of Guardian

Address: _____

Mobile Number: _____

Email Address: _____

In case of emergency, please contact:

Print Name Relationship Phone Number