

ACTIVITY WAIVER & RELEASE

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") BETWEEN:

(the "Participant")

OF THE FIRST PART

AND

Claire Lane of 75 Riverview Road, Avalon Beach, NSW, 2107, and Paradise Yoga of 75 Riverview Road, Avalon Beach, NSW, 2107 (collectively the "Activity Provider")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor would not be permitted to participate in the activity described below unless the Releasor signed this Agreement.

Details of Activity

3. The Participant will participate in the following activity: Yoga and relaxation classes, workshops and retreats at 75 Riverview Road, Avalon Beach, NSW, 2107. Occasionally, students will be invited to spend time in the garden or walk down the steps to the local beach as part of the activity. The Participant understands and acknowledges that due to the nature of the location (on a steep slope) there are a number of steps, which are not suitable for those in a wheelchair or with mobility restrictions, and that such activities are undertaken by the Participant at their own risk.

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

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7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of New South Wales.

General

11. If at any time during the class, you feel discomfort or strain, gently come out of the posture. You may rest at any time during the class. It is important in yoga that you listen to your body, and respect its limits on any given day.

I understand that yoga includes physical movements as well as an opportunity for relaxation, stress re-education and relief of muscular tension. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If I experience any pain or discomfort, I will listen to my body, discontinue the activity, and ask for support from the instructor. I will continue to breathe smoothly. I assume full responsibility for any and all damages, which may incur through participation.

I understand that Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. By signing, I affirm that a licensed physician has verified my good health and physical condition to participate in such a fitness program, if required. In addition, I will make the instructor aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against the Activity Provider and all related facilities and premises for any personal injury or negligence. Additionally, the Activity Provider is not in any way responsible for any loss or damage of your personal property.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

I have carefully read and fully understand and agree to the above terms of this Activity Waiver and Release. I am signing this agreement voluntarily and recognise that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law and that it cannot be changed orally.

Participant Signature _____

Date _____

Emergency Contact Name and Phone Number _____

Those under 18 years of age must have this form signed by a parent or guardian.