



# MINDFULNESS

## HOLISTIC WELLNESS & HEALING

210 Second St. Saint Marys WV 26170  
(304) 699-1419

### **Mindfulness, LLC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Mindfulness, LLC their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Mindfulness, LLC), I hereby agree to release, indemnify, and discharge Mindfulness, LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns personal representative(s), and estate as follows.

1. I acknowledge that my participation in any yoga activities including, but not limited to; virtual, mat, aerial, partner, workshops, and any other disciplines and movements entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, but are not limited to:** exposing its participants to the potential for slips, falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even severe life-threatening hazards; strains, sprains, cuts, bruises, muscles soreness and fractures, musculoskeletal injuries including; head, neck, and back, injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, Mindfulness, LLC employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of the participant's fitness, medical conditions, or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Mindfulness, LLC 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 Mindfulness, LLC equipment or facilities, including any such claims with allege negligent acts or omissions of Mindfulness, LLC.
4. Should Mindfulness, LLC 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.



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5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition(s) I may have.
6. In the event that I file a lawsuit against Mindfulness, LLC, I agree to do so solely in the state of West Virginia, and I further agree that the substantive law of W.V. shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Mindfulness, LLC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by these terms.

Print Name: \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_



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In consideration of \_\_\_\_\_ (“minor”)

(Print Minor’s Name)

permitted by Mindfulness, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Mindfulness, LLC from any and all claims which brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Print Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## MINOR (CHILD) PHOTO RELEASE FORM

I, \_\_\_\_\_, the parent/legal guardian of \_\_\_\_\_

Print parent/guardian name

Print Minor’s name

grant Mindfulness, LLC my permission to use the photographs described as “Mindful Movement” for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content.

Furthermore, I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

I give permission for my/my child’s photo to be used for promotional purposes.

I do NOT give permission for my/my child’s photo to be used for promotional purposes.

Print Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_