

Nurture and Nourish Yoga LLC - Online Yoga Waiver

1.1 Student, named on the submitted website form, is participating in yoga classes (the "Activities") offered by the Teacher, Claire Sandberg of Nurture and Nourish Yoga LLC.

1.2 Student recognizes that Student must be in good physical and mental health to participate in the Activities. Student understands that Activities require physical exertion and Student represents and warrants that Student is physically fit and

has no medical condition which would prevent full participation in the Activities. Student understands that it is Student's responsibility to consult with a physician prior to and regarding their participation in the Activities. If Student has consulted a physician, Student has taken the physician's advice.

1.3 Student is in proper physical condition to participate in the Activities and is aware that participation could, in some circumstances, result in physical injury. Student understands his or her physical limitations and is sufficiently self-aware to stop physical activity before Student becomes ill or injured. Student understands it is his or her continuing responsibility to inform the Teacher of any previous medical conditions, injuries or surgeries prior to the first class and any future changes to Student's condition.

1.4 In consideration of being able to participate in the Activities, Student agrees to assume full responsibility for any risks, injuries or damages, known or unknown, which Student might incur as a result of participating in Activities.

1.5 In further consideration of being permitted to participate in the Activities, Student knowingly, voluntarily and expressly waives any "Claims" (as defined below) Student may have against Teacher for any damages or injury that Student may sustain even if the Claims arise from the carelessness, negligence or gross negligence of the Teacher or anyone else. Student agrees to indemnify and hold harmless Teacher from any loss and liability incurred in defending any Claim made by Student, or anyone making a Claim on Student's behalf, even if the Claim is alleged to or did result from the carelessness, negligence or gross negligence of Teacher or anyone else.

Claims include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that Student may suffer, or Student's children may suffer or Student's unborn child may suffer (including any legal fees and expenses) in connection with participation in Activities.

1.6 Student's heirs or legal representatives forever release, waive, discharge and covenant not to sue Teacher for any Claim caused by negligence or other acts of Teacher. This agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia.

1.7 Student acknowledges that Student has carefully read this release and waiver of liability and fully understands its contents. Student voluntarily and knowingly agrees to the terms and conditions stated herein. Student is aware that by signing this release and waiver of liability, Student is giving up substantial rights including the right to sue and certain legal rights that Student's heirs, next-of-kin, executors, administrators and assigns may have against Teacher.

The teacher and student enter into this agreement on the date of the signed and submitted online form.