



HANUMAN FELLOWSHIP

445 Summit Road, Watsonville, CA 95076 · (408) 847-0406 · mountmadonna.org

HANUMAN FELLOWSHIP DBA MOUNT MADONNA INSTITUTE & MOUNT MADONNA CENTER AS PROVIDER FOR YOGA CLASSES & COURSES

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, _____ (name), understand that Yoga as offered by Hanuman Fellowship, Mount Madonna Institute, and Mount Madonna Center is primarily intended to cultivate peace, self development, and well-being. Practices within this ancient discipline include right action, physical postures, breathing exercises, and various types of meditation.

Participating in any yoga class offered offered by Hanuman Fellowship, Mount Madonna Institute, and Mount Madonna Center includes agreement with each of the following:

I understand that Yoga is an ancient system from India designed to make the body strong and flexible. I realize that it is important never to do any practice to the point of pain or discomfort. I am aware that there is some risk involved in all physical exercise and that I am responsible for recognizing my own physical limits.

I understand that yoga is not a substitute for medical attention, examination, diagnosis or treatment, and that practicing yoga is not recommended and is not safe under certain medical conditions. If I have any concerns about whether yoga is suitable for me or if I have a particular injury or medical condition, I will consult my physician before participating in a yoga class. I understand that it is important for me to communicate to the instructor(s) any injuries that I have had that presently cause pain or limitations of movement and I will communicate with the instructor(s) information regarding such conditions before participating in practices taught in classes at Mount Madonna Center.

I hereby agree to irrevocably waive, release and discharge any and all claims and liabilities against the Hanuman Fellowship dba Mount Madonna Center and Mount Madonna Institute, its individual employees, instructors, and staff for any personal injury, death or damage to the person or property, or loss sustained as a result of participation in yoga classes. Understanding that there is always some risk in participating in any physical exercise, I assume the risk of injury from my participation in yoga courses and individual classes at Mount Madonna Center.

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE HANUMAN FELLOWSHIP, THE PROVIDER OF THE YOGA TEACHER TRAINING, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY TO ME, OR MY PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMAND ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY, OR RESULTING IN MY DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, WHILE I AM PARTICIPATING IN A YOGA CLASS OR COURSE.

2. I HEREBY AGREE TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES, AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO MY PARTICIPATION IN, OR IN ANY WAY CONNECTED WITH THE YOGA CLASS OR COURSE OR PREMISES, EQUIPMENT OR FACILITIES, ASSOCIATED WITH THE YOGA TEACHER TRAINING PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. I HEREBY VOLUNTARILY ASSUME ALL RISK, KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT OF THE LAW WHILE I AM PARTICIPATING IN A YOGA CLASS OR COURSE, AND/OR WHILE USING THE PREMISES OR ANY EQUIPMENT OR FACILITIES INVOLVED WITH THE YOGA CLASS OR COURSE. I AM VOLUNTARILY ACCEPTING THE RISKS WITH KNOWLEDGE OF THE DANGERS INVOLVED AND I HEREBY

AGREE TO ACCEPT ANY AND ALL RISK OF PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE ASSOCIATED WITH MY PARTICIPATION IN THE YOGA CLASS OR COURSE.

4. I EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF CALIFORNIA, AND THAT IF ANY PORTION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

5. I HEREBY RELINQUISH AND WAIVE ALL RIGHTS CONFERRED UPON ME BY PROVISION OF §1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE. I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND HANUMAN FELLOWSHIP DBA MOUNT MADONNA CENTER, THE PROVIDER OF YOGA CLASSES AND COURSE, AND I SIGN IT OF MY OWN FREE WILL.

Executed on _____ (date).

Signature of Releasor