

## PEACEFUL WARRIOR YOGA STUDIOS, LLC

### STUDIO RELEASE & WAIVER

I hereby request permission from Peaceful Warrior Yoga Studios, LLC (the “Corporation”) to use the studio, studio facilities and studio equipment at Peaceful Warrior Yoga Studios, LLC (collectively, the “Studio”).

In consideration of the grant of permission of the Corporation for me to use the Studio, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree, and represent as follows:

1) I am in good health and have no disability, impairment, medical condition, illness, or health related issue which may prevent me from engaging in exercise or using the Studio or which poses a health risk to other users of the Studio. I assume full responsibility for my medical condition as it relates to engaging in exercise and using the Studio. I have consulted with a physician and have not been instructed by such physician to refrain from using the Studio or not to participate in any activities of the type available in the Studio.

2) I have adequate insurance (including, without limitation, health insurance) necessary to provide for and pay any and all medical costs that may directly or indirectly result from my use of the Studio.

3) I understand that my presence in the Studio and my use of the Studio involves risk. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my use of the Studio.

4) I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the Corporation, its Board of Directors, officers, shareholders, agents (including managing agent) employees, attorneys, and their respective successors and/or assigns (each a the “Corporation Party”) from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the Corporation or a Corporation Party or otherwise, that may arise from my use of the Studio, including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

5) I agree to indemnify and hold harmless the Corporation and any Corporation Party from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the Corporation

Studio Release and Waiver/Peaceful Warrior Yoga Studios, LLC

or any Corporation Party, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my use of the Studio and/or my breach of this Studio Release and Waiver.

6) The Corporation has advised me not to bring valuable personal property into the Studio. I assume full responsibility for any loss of or damage to my personal property which may occur at the Studio. The Corporation shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Studio.

7) I have neither requested nor received any express representations or warranties as to the use of the Studio and the Corporation has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the Studio.

8) This Studio Release and Waiver has been executed by me and may not be used by any other person for the purpose of using the Studio.

9) I have received a copy of the Studio Terms and Policies and agree to abide by them and any amendments to them hereafter adopted. I agree that the Corporation may suspend or revoke my right to use the Studio upon determining, in its sole discretion, that I have materially violated the Studio rules and regulations or that I have materially breached the terms of this Studio Release and Waiver.

10) The Corporation may repair, at my expense, all damage to the Studio caused by me, and I agree to pay the Corporation on demand any amounts so expended.

11) Any dispute or question concerning the use of the Studio shall be resolved by the Board of Directors of the Corporation and the decision of the Board of Directors of the Corporation shall be binding upon me in all respects.

12) This Studio Release and Waiver covers any and all liability, claims and actions caused entirely, or in part, by any and all acts or failures to act on my part, including but not limited to, negligence or mistake.

13) This Studio Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin.

14) This Studio Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law principles.

15) If any term or provision of this Studio Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Studio Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Studio Release and Waiver, and the

application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

16) This Studio Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Studio Release and Waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Studio Release and Waiver.

17) The provisions of this Studio Release and Waiver will continue in full force and effect even after the termination of the activities conducted by me at the Studio.

18) I have read and fully understand the terms of this Studio Release and Waiver, and that I may have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree to abide by and be bound by the terms and conditions of this Studio Release and Waiver. I have had an opportunity to consult counsel regarding this Studio Release and Waiver.

19) COVID 19 – By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the studio and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that risk of becoming exposed to or infected by COVID-19 at the studio may result from the actions, omissions or negligence of myself and others, including, but not limited to, studio employees, and other members. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death, illness, damage, loss claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Studio or participation in Studio programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Studio, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before during, or after participation in any studio program.

IN WITNESS WHEREOF, I have duly executed this Studio Release and Waiver this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

**For Participants of Minority Age (under 18)**

If the undersigned is under eighteen (18) years of age (a “Minor”) then the Corporation must first consent in writing to the Minor’s use of the Studio. Provided the Corporation consents in writing to the Minor’s use of the Studio, a parent of such Minor must accompany and supervise the Minor at all times during such Minor’s use of the Studio, and the parents of the Minor must execute this Studio Release and Waiver below, agreeing to be bound by, for and on behalf of the Minor, all terms and conditions contained herein.

This is to certify that I, as parent with legal responsibility for this Minor, do consent and agree to such Minor’s execution of this Studio Release and Waiver, and I, for myself and on behalf of such Minor, agree to be bound by all terms and conditions contained herein.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By Parent: \_\_\_\_\_

For Minor: \_\_\_\_\_

Peaceful Warrior Yoga Studios, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_