



Stress Management Center at Fernview

"Discover The Art Of Living Well"

Liability Release Waiver Form

SECTION I: PERSONAL INFORMATION

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Primary Phone#: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone#: _____

SECTION II: RISK ASSESSMENT

Heart Disease	Yes	No
Shortness of Breath or Chest Pain	Yes	No
High Blood Pressure/High Cholesterol	Yes	No
Significant Bone/Joint/Muscle/Back Pain	Yes	No
Abnormal resting EKG	Yes	No
Diabetes	Yes	No
Smoker	Yes	No
Use of an Inhaler	Yes	No

If "yes," please list severity of symptoms. _____

Level of Activity (circle one): Sedentary Mild Moderate Very Active

Types of Exercise: _____

SECTION III: AGREEMENT

1. In agreement with my participation in yoga, meditation, Tai Chi, or other integrative medical therapies, I agree and acknowledge that I am fully aware that participation in this Activity involves risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence, or gross negligence of a Released Party (as defined below) or anyone else.
2. "Claims" include but are not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury, or death in connection with participation in the Activity. "Released Party" means Stress Management Center at Fernview or any of its affiliates, franchises, and their respective representatives, directors, officers, agents, employees, or volunteer staff.
3. I agree and acknowledge that:
 - a. I am in proper physical condition to participate in the Activity and am aware that participation could, in some circumstances, result in physical injury or death.

- b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
 - c. I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicle traffic during the Activity and I will obey all traffic laws and regulations.
4. I accept full responsibility for any product or technology loaned to me as a part of participation in this Activity and commit to return the same in good working order.
 5. I hereby, for myself and for my heirs, next of kin, executors, administrators, and assigns, fully release, waive, and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence, or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any resources which I may now or hereafter have resulting from any decision of any Released Party or anyone else.
 6. I agree not to sue any Released Party for Claims, even if the Claims arise from carelessness, negligence, or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including and reasonable legal fees that may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness, negligence, or gross negligence of any Released Party or anyone else.
 7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that there may be no aid stations available for the Activity. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
 8. I am aware that it is advisable to consult a physician prior to participating in the Activity, and if I have consulted a physician, I have taken the physician's advice.
 9. I grant my permission to the Released Party and any transferee or licensee to utilize any photographs, motion pictures, videotapes, recordings, and other references or records of the Activity which may depict, record, or refer to me for any purpose including commercial use by the Released Parties, their sponsors, and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my likeness and that I will not be given a chance to receive, inspect, or approve the promotional or marketing material, messages, and/or content that may use my likeness.
 10. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify.
 11. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
 12. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators, and assigns may have against the Released Party.

I also understand that (please initial):

_____ I will notify my instructor immediately of any pain and/or major discomfort felt during any activity.

_____ I am responsible for bringing my required equipment to every activity (where applicable).

_____ If I am pregnant or plan to become pregnant during the course of the activity, I will inform my instructor.

Signature: _____ Date: _____

Print Name: _____ Date: _____