

YOGA WAIVER AGREEMENT

Why You're Reading This Document

Before you begin your first class with YOMEI, whether it is online or in person, we need you to clearly understand the risks of participating in our yoga and exercise classes. The purpose of this release and waiver (the "**Waiver**") is to communicate the risks of practicing yoga together in an open and honest way and have you release YOMEI of any liability.

Please be aware that if you do not sign this Waiver and agree to its terms, we will not allow you participate in our yoga and exercise classes or workshops.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Parties.** We will refer to Aprile Atwater, operating as YOMEI, a sole proprietor in the State of Virginia as "YOMEI", "us" or "we" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "**you**" or "**your**".
2. **The Activities.** You will be participating in yoga and exercise classes with YOMEI. We offer beautiful and transformative yoga, mindfulness, and exercise classes, including Vinyasa Yoga and Hatha Yoga and Yoga Flow mixed with integrated workshops on mindfulness and emotional intelligence, which may involve but are not limited to the following activities (the "**Activities**"):
 - 2.1. Flexibility training in the form of yoga positions, body weight exercises, strength exercises, mobility, range of motion exercises, partner yoga, pranayama, meditation exercises, and relaxation exercises, emotional intelligence assessments, exercises, and discussions. The constant in all of these classes is that the activities involve stretching and performing yoga poses. The Activities may involve receiving adjustments from instructors, so please advise in advance if you do not want adjustments.
 - 2.2. The Activities apply to any yoga and exercise classes which are made available for online streaming and participation. As these classes will be taking place outside of practicing in person with YOMEI, we need you to acknowledge that you are responsible for the safe facilitation of the Activities.
3. **Equipment.** In the course of the Activities, you may use the following equipment: blocks, straps, blankets, crystals, yoga mats and bolsters (collectively, the "**Equipment**"). Do not use any equipment not instructed by YOMEI.
4. **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
 - 4.1. Injuries include but are not limited to things like muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, dehydration, dizziness and fainting.
 - 4.2. Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space or Equipment.
 - 4.3. There are additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
5. **Affirmation of Health.** By participating in any Activities with YOMEI, you affirm that you have sought medical advice regarding your fitness to practice yoga. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate in advanced level yoga, including yoga in heated conditions.

5.1. COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and we urge you not to visit our studio or participate in our Activities. We are all in this together and it is important that we follow guidelines on social distancing, hygiene practices, and act with kindness and responsibility towards each other in order to ensure everyone's safety.

- 6. Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with YOMEI. Your signature below, electronic signature, or clicking 'I Agree', and your participation in the classes/workshops with YOMEI illustrates your voluntary involvement and assumption of the risks of the Activities.
- 7. Release, Waiver and Indemnity.** You hereby release Aprile Atwater and her contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of YOMEI's negligence, during your participation in the Activities at YOMEI. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors, or anyone else who may be able to bring a legal action on your behalf in the future.
- 8. General Legal Provisions. Jurisdiction.** This Waiver will be governed exclusively by the laws of the State of Virginia. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if signed by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

By signing below, you agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name _____
Signature _____ Date _____

Thank you for communicating honestly with us! We look forward to enjoying yoga together.
Aum.