

Beryl Carland, CYI/YAI
Hatha Root Yoga, Inc.

Classes held at: River Valley Behavioral
and Wellness Center, LLC
8640 Eagle Creek Circle
Savage, MN. 55378

Services: 1 1/2 hour Yoga + Meditation Classes Rate: \$35.00/Class
Payment: Rates to be pre-paid on a monthly basis (4 - 5 classes depending on the month)
Payment Made to River Valley Behavioral Health and Wellness Center, LLC.

No Show/Late Cancellation Policy: Yoga/Meditation is a boutique style class, which is designed for your therapeutic and wellness experience. The space is limited and once you sign up your place is reserved. If you cancel less than 24 hours or do not show for your Yoga session you will not be refunded the \$ 35.00 class fee. If you cancel prior to 24 hour notice, you can apply your fee to a future class or request a refund. This policy also applies for any promotional period and payment for missed classes will be non-refundable.

Waiver and Release

Release And Waiver Of Liability CYI (Certified Yoga Instructor) Beryl Carland, Hatha Root Yoga, Inc.

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____,

hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by Beryl Carland, Hatha Root Yoga, Inc. (the “Teacher”).

2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that the Teacher reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur

as a result of participating in the Activities, including those which may result from the negligence of the Teacher.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) that I may sustain as a result of participating in the Activities even if the Claim arises from the negligence of Beryl Carland, Hatha Root Yoga Inc., another student or River Valley Behavioral Health and Wellness Center LLC.

I agree to indemnify and hold harmless Beryl Carland, Hatha Root Yoga, Inc. and River Valley Behavioral Health and Wellness Center LLC. from any loss, cost, or liability incurred in 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 negligence of Beryl Carland, another student or River Valley Behavioral Health and Wellness Center LLC.

"Claim" includes but is 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 I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Beryl Carland, Hatha Root Yoga for any Claim caused by any negligence or other acts of Beryl Carland, Hatha Root Yoga.

7. This agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota and that all

actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Minnesota. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Beryl Carland, Hatha Root Yoga.

Signature of participant:

_____ Date:

If participant is under 18:

As legal guardian of

_____, I consent to
the above Release and Waiver of Liability

Signature of parent/guardian:

Date:
