

ThouArt, LLC dba Jasna's Yoga

WAIVER OF LIABILITY, AGREEMENT NOT TO SUE, AND GENERAL RELEASE

I understand that ThouArt, LLC and it's dba Jasna's Yoga including all officers, directors, employees, managers, members, instructors, attorneys, representatives, independent contractors, volunteers, affiliates and agents ("Company") agrees to provide me the undersigned, with the following services and related products, including but not limited to: Yoga, Pilates, Meditation, Retreat, Personal Training, Seminar(s) or any Exercise or Fitness Related Program(s) ("Services") as consideration and in reliance upon my representations and promises contained in this Agreement.

I understand and agree that whether exercising, attending, observing, or participating ("Participating") in any Services, by clicking I AGREE on the Jasna's Yoga website at www.jasnasyoga.com ("Site") I represent to Company that neither I nor any of my minor children who may Participate have no physical conditions or medical problems that will prevent me from Participating safely in any Service offered on the Site or by ThouArt, LLC.

I further agree and represent that if I do have any such conditions or medical problems, I have consulted with a physician regarding these Services and have been authorized in writing by my physician to Participate in the Program.

After reading and understanding this Agreement, I acknowledge and agree that the Company is not responsible or liable for the physical condition of any real or personal property, at which any Service is offered by the Company, whether online or otherwise, nor is the Company responsible or liable for the actions or omissions of other people attending or Participating in any program or Service.

I also acknowledge and agree that the Company is relying upon my representations regarding my physical and medical conditions, and I/we are Participating in any Service at our own risk. I have been advised that the Service may include but is not limited to, Yoga, Pilates, physical exercise, yoga training, meditation, other physical activities which may be strenuous or otherwise cause injury or death, and it is my responsibility to immediately notify the instructor(s) and Company, and if necessary seek medical attention immediately, if I/we encounter any difficulty while Participating in, or feel any discomfort of any kind during or resulting from my/our Participation.

If medical conditions which may preclude my Participation in any Service changes, I will immediately notify Company in writing.

I consent to be photographed and videotaped, and understand and consent that my name, likeness and image may be used in Company advertising and on the world wide web.

I acknowledge good and valuable consideration has been received.

I hereby release and agree to indemnify and hold the Company harmless from any liability whatsoever arising from my attending or Participating in any Service.

I specifically assume the risk of injury or death or disease to myself, or damage to my property or other losses, whether economic or non-economic, that may result from my Participation in any Service offered by Company.

I further agree that no suit shall be brought at law or in equity against Company for any such injury, damage, or losses.

This waiver and release include, without limitation, any injury, liability, or damages of any kind that I may sustain while attending or Participating that may arise from my Participation in any Service, including for any act or omission by the Company that may constitute negligence.

The Limitation of Liability of Company for any claim or liability is a maximum of the amount paid to the undersigned to Company within the twelve months immediately preceding notice of claim.

I acknowledge that this Agreement is binding on me, my spouse and children (if any), and my heirs, beneficiaries, legal representatives, guardians and assigns. I have received, read and understand the HIPAA privacy notice which is also posted on Company website www.JasnasYoga.com (see Forms) before disclosing any medical information.

Severability: If any clause of this agreement is invalid, voidable or void, the remaining clauses shall remain in full force and effect.

It is agreed that the laws of the state of Texas govern this agreement, with venue as Harris County, Texas without regard to conflict of laws.

NOTE: If agreeing as Parent or Legal Guardian(s) please read the following: I approve, agree, and consent to the foregoing Agreement as legal guardian(s) for and on behalf of any of my minor children or wards who may Participate or observe in any of the Services offered on the Site, or by ThouArt, LLC, and its dba Jasna's Yoga.

X _____	X _____	X _____	X _____
signature	address	phone	date
X _____	_____		
PRINT NAME	PRINT NAMES of any CHILDREN PARTICIPATING		