

ThouArt, LLC dba Jasna's Yoga

Phone: 281-469-8125 Fax To: 281-469-8077

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

I understand that ThouArt, LLC, d/b/a Jasna's Yoga including officers, directors, employees, managers, members, instructors, attorneys, 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, Massage Therapy, Retreat, Personal Training, Seminar(s) or any Exercise or Fitness Related Program(s) ("Program") 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 Program, by signing this Agreement I represent to Company that I have no physical conditions or medical problems that will prevent me from Participating safely in any Program and I further agree and represent that if I do have any such conditions or medical problems, I have consulted with a physician regarding Program 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 property at which any Program is hosted by the Company, nor is the Company responsible or liable for the actions or omissions of other people attending any Program.

I also acknowledge and agree that the Company is relying upon my representations regarding my physical and medical conditions, and I am Participating in any Program at my own risk. I have been advised that the Program may include but is not limited to, Yoga, Pilates, physical exercise, yoga training, massage and 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 encounter any difficulty while Participating in, or feel any discomfort of any kind during or resulting from my Participation. If medical conditions which may preclude my Participation in any Program changes, I will immediately notify Company in writing.

I consent to be photographed and video taped, and understand and consent that my name, likeness and image will 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 Program. 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 Program 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 includes, 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 Program, 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 by 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.JasnaYoga.com (see Forms) before disclosing any medical information.

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.

X _____ Date _____
Signature

PRINT Full Name _____ Address (street, city, state, zip) _____

E-Mail _____ Phone _____

NOTE: If signing as Legal Guardian(s) please execute the following: I approve, agree and consent to the foregoing Agreement as legal guardian(s) for and on behalf of: _____ and who is _____ years of age.

Name Age

X _____ Date _____

Signature of Parent/Guardian #1

Please PRINT Your Full Name _____ Relationship _____

Address (street, city, state, zip) _____

E-Mail _____ Home Phone _____ Cell Phone _____