

Waiver, Release, and Hold Harmless Agreement

I, \_\_\_\_\_, the undersigned, affirm that I am participating voluntarily in a physical activity program with Mindful Movement and Nicole “Naya” Calmels and/or Emanuel “Manny” LaCarrubba and/or Kimberley Elliott. This physical activity program includes, but is not limited to, yoga, Pilates and other movement modalities. These physical activity program sessions may take place in person and/or online.

I represent covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under, or through me, as follows: I acknowledge that participating in the above noted physical activity program involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage, or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the activity. These risks include, but are not limited to, the possibility of accident or illness while traveling to and from events as well as any injury arising out of participation in the physical activity involved with this activity.

I waive all claims against Mindful Movement, Nicole “Naya” Calmels, Emanuel “Manny” LaCarrubba and any of its/her affiliates and employees, now known as the Released Parties, for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from my participation in the activity. I release and forever discharge the Released Parties from all such claims. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under, or through me) may bring against any of the Released Parties or recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the activity.

This release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that may exist or that may be acquired, and I expressly waive application of California Civil Code Section 1542, and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, which is similar, comparable or equivalent to California Civil Code Section 1542. Each Party hereto certifies that such party is aware of the provisions of California Civil Code Section 1542 which states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily. EXECUTED this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Participant Signature \_\_\_\_\_

E-mail Address: \_\_\_\_\_