

New Student Waiver / Release of Liability Form | Sankalp Yoga Shala

Sankalp Yoga Shala warmly welcomes you to our classes. As everyone comes to yoga for different reasons please always let your teacher know of any injuries or relevant medical information. The golden rule is 'na hatath, na balath' -- 'no force and no fight'. We encourage you to stop whenever you need to. Feel free to ask for assistance if you are unsure about whether a pose, movement or breathing / meditation instruction is right for you. If it's not possible during the class, then talk to your teacher after the class. We are here to help you experience the most from your practice and more than happy to offer adjustments or alternatives. Practicing on weekends or after classes: Practicing a complete yoga sequence without supervision isn't recommended for a beginner, unless you've attended our classes for at least six months. This is to avoid injuries and ensure a better understanding of your self practice.

Name: _____ **Phone:** _____

Email: _____ **Date of Birth :** _____

Mailing Address: _____

Emergency Contact Name & Phone: _____

Any existing or previous illnesses/health conditions that require special care – please specify below: (ex: Diabetes, Hypertension, High/Low BP, Sciatica, Back Pain, Pregnancy, Vertigo, etc.)

We take photos to share our shala and experience. These may be published to our website, social media, or other material. Do you consent for images/videos of you to be used for this purpose? _____

Shala Details - Please read and check all policies to ensure your understanding of shala policies.*

- ☐ **Please arrive to class on-time** and leave your devices outside. **Maintain silence in the shala room**, and please set your mat down gently. _____ Initials
- ☐ **Late Cancel Policy:** Please cancel 12 hours prior to the class. Any service canceled within 12 hours of class or private start will be forfeited of use and will lead to a no-show. _____ Initials
- ☐ **No Show Policy:** For workshops and special events: Advance notice is required otherwise considered a "No Show" with loss of session and \$8.00 charge. For monthly subscriptions or class packages, loss of session and a \$8 charge. Please tell the teacher in advance if you cannot make it to avoid losing the session. _____ Initials
- ☐ **Package Expiration:** All Packages have an expiration date. Please request to pause, reactivate or transfer in writing for consideration to anjika@sankalpayogashaala.com. _____ Initials
- ☐ **Refund Policy:** All Packages are non-refundable once the subscription has begun or the first class has been used. Workshop and Special Event tickets are non-refundable if purchased or canceled within 5 days prior to the event as seats are limited. _____ Initials
- ☐ **Membership Cancellation:** Online payments are recurring payments. To cancel, please do so through your online account, or submit in writing to anjika@sankalpayogashaala.com 5 days prior to the end of the next date of payment processing and after terms have been met. _____ Initials

Legal Disclaimers

Liability Waiver, Indemnity Agreement, Assumption of Risk In consideration of permission to use, today and on all future dates the property, facilities, and services of Sankalp Yoga Shala. I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge and covenant not to sue Sankalp Yoga Shala, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of Sankalp Yoga Shala or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from the participation in Fitness and/or Yoga activities including, but not limited to, events, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY Sankalp Yoga Shala from all claims resulting from negligence and to reimburse them for any expenses incurred by Sankalp Yoga Shala in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Sankalp Yoga Shala is not responsible for the injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the State of California.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed in the state of California.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Sankalp Yoga Shala has facilities for and provides for activities such as Yoga. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of directions, some involve mobility and flexibility, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from minor injuries (scratches, bruises, sprains, strains, and muscle tears) to major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to catastrophic injuries such as paralysis or death. I have read the previous paragraphs and I know the nature of the activities at Sankalp Yoga Shala. I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible at Sankalp Yoga Shala. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating or observing recreational activities at Sankalp Yoga Shala to the greatest extent allowed by the law in the State of California.

By checking the boxes above and signing with my e-signature below, I acknowledge and agree to the Waiver of Liability, Indemnity Agreement, and Assumption of Risk Waiver. I also agree to the shala policies and verify that all information provided on this form is current and correct.

Date: _____ **Name :** _____

Signature/E-Signature : _____