

Waiver of Liability, Indemnification and Hold Harmless Agreement

I, the undersigned, agree and understand that Holland Sweeney and Peter Nikolaidis (together, “Holland & Peter”) may organize, lead, teach or otherwise provide certain yoga classes, fitness classes, seminars, talks, weigh-ins, competitions, challenges, and related events at which I may be present (collectively referred to as “Classes”), and may provide instructional materials, including but not limited to videos, class recordings, online resources, internet web pages, printed booklets, flyers, handouts, or other remote training materials related to health and physical fitness (collectively referred to as “Training Materials”).

I understand that by participating in Classes, I have enrolled in a program of intense physical exercise and activity which may include stretching, anaerobic and aerobic conditioning, weight training, body weight exercises, suspension training and/or the use of other conditioning equipment.

I hereby release Holland Sweeney and Peter Nikolaidis, each individually and together, and their direct or indirect subsidiaries or affiliates, employees, contractors, officers, directors, agents, representatives, managers, members, sponsors, volunteers and any other entity or person acting on their behalf, and all of their successors and assigns and/or those authorized by Holland Sweeney or Peter Nikolaidis (collectively referred to as “Releasees”) from any and all claims, demands, causes of action, responsibility and/or liability whatsoever by any persons for any property loss, damage, personal injury, or death, arising from or connected with my participation in the Classes, and/or use of Training Materials, including but not limited to that liability arising from any negligent acts of any person, including but not limited to the Releasees or other participants in the Classes. I further release Releasees from any claims, demands, causes of action, responsibility and/or liability arising out of or connected with any defects or dangerous conditions on the premises where Classes are held. I further release the Releasees from any claims, demands, causes of action, responsibility and/or liability arising out of my or any other person’s use of equipment and/or participation in the Classes or use of Training Materials.

I fully understand that my participation in the Classes and/or use of Training Materials entails a risk of injury and I hereby release the Releasees from any liability now or in the future for injuries including, but not limited to, heart attacks, stroke, muscle strains, pulls or tears, soft tissue injury, ligament or tendon injury, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, injury or death, however caused, occurring during or after my participation in the Classes and/or use of Training Materials.

I understand that Classes held online are recorded by default, that a recording of each online Class may be made available to participants for a limited time afterward and retained privately by Holland & Peter thereafter, and that if I turn on my camera or microphone during an online Class my image, voice and name may appear in the recording. By joining an online Class, whether by clicking the joining link sent to me or by any other means, I acknowledge and accept that the Class is being recorded, and I grant Holland & Peter permission to record, store and share such recordings with participants as described in their published policies, without compensation to me. I understand that I may keep my camera and microphone off throughout, and that if I would rather not be recorded at any point I may say so and Holland & Peter will work around it.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician’s approval for my participation in an exercise/fitness activity or in the use of exercise equipment or machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician’s permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. I acknowledge the receipt and sufficiency of consideration in connection with the above releases, indemnifications and hold harmless provisions. I hereby affirm that I have read and fully understand and agree to the above.

Name (print): _____

Signature: _____

Date: _____