

Shelby Counseling Associates, PSC Release and Waiver of Liability

(to participate in private yoga and/or reiki sessions)

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____, hereby agree to the following:

1. I am participating in individual yoga and/or reiki, and healing arts activities (collectively, the “Activities”) offered by [Michele N. Werts at Shelby Counseling Associates] and/or its owners, employees and independent contractors.

2. I recognize that I must be in good physical and mental health to participate in the Activities. I understand that the Activities require physical exertion and I represent and warrant that I am physically fit and I have no medical condition, which would prevent my full participation in the Activities. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Activities. If I have consulted a physician, I have taken the physician’s advice. I understand that the Agency reserves the right in its absolute discretion to refuse my participation in an Activity on medical or fitness grounds.

3. I am in proper physical condition to participate in the Activities, and I am aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury and potentially heart attack. I also understand that I could experience muscle, back, or bone injuries during exercise. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I understand that it is my continuing responsibility to inform [Michele N. Werts and/or Shelby Counseling Associates, PSC] of any previous medical conditions, injuries or surgeries prior to my first class and any future changes to my medical condition.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of entering or being on the premises/property or as a result of participating in the Activities at the Studio.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any “Claims” (as defined below) I may have against [Michele N. Werts and/or Shelby Counseling Associates, PSC], its owners, members, employees, and/or its instructors, teachers, employees, volunteer staff, interns, and/or independent contractors and the landlord/owner of the Agency (each, a “Released Party”) for any Claim that I may sustain as a result of participating in the Activities at the Agency even if the Claim arises from the carelessness or negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else. “Claims” include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury,

mental suffering and distress, or death that I may suffer, my children may suffer or that my unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

7. I understand that it is my continuing responsibility to inform [Michele N. Werts and/or staff at Shelby Counseling Associates, PSC] of all medical conditions, injuries, or surgeries, prior to my first class and at such other times as I acquire information as to same.

8. I understand that I have no claims against [Michele N. Werts and/or staff at Shelby Counseling Associates, PSC] by reason of their refusal to allow me to participate in the programs.

9. All payments made are non-refundable, non-transferrable and cannot be extended.

10. I also agree that [Michele N. Werts and/or staff at Shelby Counseling Associates, PSC] is in no way responsible for the safekeeping of my personal belongings while I attend a session.

11. This agreement shall be construed in accordance with, and governed by, the laws of the State of Kentucky.

I acknowledge that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this release and waiver of liability, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

_____ Signature of participant

_____ Date

If participant is under 18:

As legal guardian of _____, I consent to the above waiver of Release and Assumption of Liability

_____ Signature of parent/guardian

_____ Date