

Release, Waiver of Liability, and Indemnity Agreement

I, \_\_\_\_\_, the undersigned/student, voluntarily choose to participate in a boot camp program conducted by Pop Up Yoga Dallas (“Program”), to take place at a location (“Site”) within the Town of Addison, Texas (“City”). In consideration for the privilege of participating in the Program at the Site, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby **AGREE TO AND ASSUME ANY AND ALL RISKS** with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with the Program at the Site, and do hereby **RELEASE, WAIVE, ACQUIT, FOREVER DISCHARGE** the Program, City, its officials, officers, employees, contractors, sub-contractors, and agents (collectively, “Releasees”) from, **and COVENANT NOT TO SUE** any of the Releasees for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, “Claims”), which I may sustain or suffer in connection with or related to my participation in the Program at the Site, **INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASEES, OR CONDUCT BY ANY OF THE RELEASEES THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

**For the consideration as set forth and described above, I hereby agree to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Releasees and each of them from and against any and all claims, lawsuits, liability, demands, harm, losses, damages, proceedings, actions, costs, expenses and fees (including attorneys fees and court costs) made upon or incurred by any Releasees, whether directly or indirectly, that arise out of, result from, or relate to (i) my statements and representations herein made, and/or (ii) my participation in the Program at the Tie. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY RELEASEES, OR CONDUCT BY ANY RELEASEES THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

It is my express intent that this Agreement (“Release”) shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns, successors and personal representative(s), if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES for any and all purposes.

The provisions of this Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. This Release shall be construed according to the laws of the State of Texas (without reference to choice of laws provisions of any jurisdiction), and venue under this Release lies exclusively in Dallas County, Texas.

**I HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT, AND I UNDERSTAND ITS TERMS AND CONDITIONS.**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
STUDENT BIRTH DATE (MM/DD/YYYY)

\_\_\_\_\_  
CITY, STATE ZIP

\_\_\_\_\_  
SIGNATURE (GUARDIAN)

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
PRINT NAME (GUARDIAN)

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE OF SIGNING (MM/DD/YYYY)