



NEW STUDENT WAIVER
PLEASE READ IN FULL BEFORE PROCEEDING

This liability waiver and release agreement (this “Agreement”) constitutes an agreement between you and Michael Winter, Bikram Yoga College of India, Bikram Hot Yoga Houston, and collectively **Hot Yoga Houston** (the “Studio”), their employees, volunteers, agents, and attorneys (“Released Parties”) be it in person at the physical studio location, outdoors or event venues, or online by videos, television, podcasts, apps or other digital media or platforms.

By signing below, I agree for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

I acknowledge and agree that, microbes or viruses could be present or brought into the Studio’s Premises and I accept the health risks involved. I am aware that there is no obligation for any person to provide me with medical care during the practice of yoga or physical exercise.

I am aware and understand that it is advisable to consult a physician prior to participating in the practice of yoga and that I have taken the physician’s advice. I agree and acknowledge that I am in proper physical condition to participate in the practice of yoga. I understand my physical limitations and am self-aware to stop physical activity before I become ill or injured.

I understand that Hot Yoga Houston (“the Studio”) from time to time may photograph, video, or otherwise record classes or events occurring at its location or offsite, and place such photographs and/or videos on its website or social media platform. I hereby consent to the use of my images that may appear in any such photograph or video. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness.

I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability (including any legal fees they may incur) 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” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the practice of yoga. “Released Party” means the Studio or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, contractors, employees or volunteer staff.

I agree that should any portion of this waiver and release be deemed unenforceable, the remainder of this Agreement shall be enforceable to the fullest extent possible.

I have fully read and understand this agreement. I am aware that by signing this agreement, I am forever waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have for Claims against the Released Party.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this liability waiver agreement.

Signature: _____

Print Name: _____

Date: _____