

Waiver and Release of Liability

Notice: Before participation in this or any exercise program, individuals should consult with a physician. For individuals under eighteen years of age this waiver must be signed by a legal guardian.

**** On-line classes – all terms and conditions apply - notice I am not responsible for the physical space you are practicing in ****

I, _____ (print name), acknowledge that I have voluntarily chosen and requested to participate in the class, private session, workshop, activity or event sponsored by Melissa Carta.

I AM AWARE THAT PARTICIPATION IN THE CLASS, PRIVATE SESSION, WORKSHOP, ACTIVITY OR EVENT MAY BE HAZARDOUS. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS TYPE OF ACTIVITY, INCLUDING, BUT NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I ACKNOWLEDGE THAT A CERTAIN MINIMUM LEVEL OF PHYSICAL HEALTH, STRENGTH, FITNESS, AND FLEXIBILITY WILL BE REQUIRED. I REPRESENT THAT I POSSESS THE LEVEL OF HEALTH, STRENGTH, FITNESS, AND FLEXIBILITY NECESSARY TO PARTICIPATE IN THESE ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY. I ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURIES I MAY SUSTAIN DUE TO MY PARTICIPATION IN THESE ACTIVITIES AND MY TRAVEL HERETO. MY SIGNATURE VERIFIES THAT I HAVE MY PHYSICIAN'S PRIOR APPROVAL TO PARTICIPATE IN THIS CLASS, PRIVATE SESSION, WORKSHOP, ACTIVITY OR EVENT.

**** COVID 19/Transmittable diseases** I acknowledge and accept sole responsibility to evaluate the risks inherent with entering the premises and participating in class, private session, workshop, activity or event. I fully accept and assume all of the risks associated with the transmittal of the COVID-19 disease that may result from participation.**

Release

In consideration for being permitted to participate in the class, private session, workshop, activity or event, I agree that I, my heirs, executors, assignees, guardians, next of kin, and legal representatives will not make any claims against, sue, or attach property of any of the hosts, instructors, organizers or participants in the class, private session, workshop, activity, or event including, but not limited to, Melissa Carta, for injury or damage resulting from my participation in such class, private session, workshop, activity, or event. I agree to indemnify and hold harmless against any and all claims, suits, actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone else on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf or on behalf of my estate. I hereby irrevocably release all such hosts, instructors, organizers, and participants, their agents and heirs, from any and all actions, causes of action, lawsuits, claims, or demands that I, my assignees, executors, heirs, guardians, next of kin and legal representatives now have or hereafter may have for any and all injury, illness, or loss of or damage to property associated with my participation in the class, private session, workshop, activity, or event including my traveling to and from the class, private session, workshop, activity or event.

I understand that at this class, private session, workshop, activity, or event I may be photographed. I agree to allow my photos, video or film likeness to be used on any medium, for any legitimate purpose by Melissa Carta or the hosts.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability, as well as a contract and I am signing it of my own free will. I have signed this release freely and voluntarily. I am aware and agree that it is a complete release of liability for any injuries or damages I may sustain due to classes, private sessions, workshops, activities or events with Melissa Carta. I acknowledge that this Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible by applicable law. I acknowledge that this Agreement will be used by the person or entities being released in the classes, private sessions, workshops, activities or events and that it will govern my actions and responsibilities in said classes.

PRINTED NAME: _____ Parent/Guardian if minor: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ EMAIL: _____

MAILING ADDRESS: _____ PH. #: _____

EMERGENCY CONTACT: _____ PH. #: _____