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**Voluntary Participation Agreement and Waiver of Liability**

(Please Print) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Who can we thank for this visit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Reason for Visiting? (Please choose one)

□ Stress Relief □ Lose Weight □ Increase Strength & Flexibility □ Overall Health

What are your ideal times that you would like to see a class offered? (9am…3pm…etc.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for consideration in my enrollment as a student of Transaction Ready Services Inc. dba Bikram Yoga Rancho Cucamonga (hereinafter “BYRC”) hereby agree to the following:

**(Please initial each one)**

1. \_\_\_In signing I agree that BYRC is in no way responsible for the safekeeping of my personal belonging while I attend class.
2. \_\_\_\_I understand that classes at BYRC may be physically strenuous and I voluntarily participate in them with the full knowledge that there is risk of personal injury, property loss or death.
3. \_\_\_\_I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against BYRC or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
4. \_\_\_\_I understand BYRC suggests I be examined by a licensed physician every 12 months and such physician sees me to be in good physical health and fully able to perform all hatha yoga exercises which I am to learn and perform with BYRC.
5. \_\_\_\_I will follow all instructions given by BYRC and its instructors as to when, where and how to perform and not perform yoga exercises, it being understood that any deviation from such instructions shall be at my own risk.
6. \_\_\_\_I understand my yoga classes will be approximately 90 minutes in duration that I will be engaging in strenuous physical exercises in a heated room to an average temperature of 105 degrees Fahrenheit and an average of 40% humidity.
7. \_\_\_\_I agree to assume all risks attendant to my participation in yoga. I will not hold BYRC, its officers, shareholders, directors, partners, instructors, the landlord, or employees responsible for any injuries suffered by me caused whole or in part by my failure to faithfully follow instructions of BYRC or its instructors or by any physical impairment of mine not fully disclosed to BYRC in writing. If you are pregnant or may be pregnant, it is your responsibility to consult your physician before participating in class.
8. \_\_\_\_I agree to defend, indemnify and hold BYRC, and its directors, officers, instructors , landlord and employees harmless from and against any and all actions, suits, claims, demands, causes of action, proceedings, losses, cost, expenses including without limitations, all attorney fees and disbursements, damages, liability and fines or penalties, in any way arising out of, or relating to, connected with directly or indirectly, my presence upon or use of the BYRC premises and/or participation of any classes or activities connected therewith, including yoga classes regardless of whether there is active or passive negligence or fault on the part of BYRC, its directors, officers, instructors, landlord or employees.

I have read the above Release and Waiver of Liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_