



Mercy Center Yoga Release and Waiver of Liability

Name _____ Birthdate _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____, hereby agree to the following:

1. I am participating in yoga classes, workshops and/or other wellness exercise (collectively, the "Activities") offered by MERCY CENTER and/or Sisters of Mercy, Mercy Ministry Corporation, managers, teachers, workshop presenters, employees and independent contractors (collectively, Mercy Center Burlingame). The Activities may be offered in the physical location of the Yoga Studio in the Pine Room (or another room) at Mercy Center or offered online by videos, television, podcasts, apps or other digital media or platforms. All such offerings, either physical or online, shall be considered "Activities."

2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician's advice. I understand that Mercy Center, and/or the yoga instructor at Mercy Center, reserves the right to refuse my participation in any Activity on medical, fitness, or any other grounds. Each participant must be at least 18 years of age.

3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

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 participating in the Activities at Mercy Center, including those which may result from the negligence of Mercy Center or the instructors.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the Mercy Center, Sisters of Mercy, Mercy Ministry Corporation, managers, teachers, instructors, workshop presenters, employees, independent contractors, and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities at the Mercy Center even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, 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 negligence of any Released Party or anyone else. "Claim" includes but is 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 spouse, children or 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 hereby understand that Mercy Center maintains a live stream presence for students not able to be present at Mercy Center and from time to time may photograph, video, or otherwise record classes or events occurring at Mercy Center and place such photographs and videos on its website. I hereby consent to the use of my image that may appear in any such photograph or video.

8. [For Employees of Sisters of Mercy of the Americas/Mercy Ministry Corporation Only] I understand that my participation in the Activities is voluntary and is not work related. Therefore, any injuries that may occur due to my participation are not covered by worker's compensation. Participation during regularly scheduled work hours must be approved by your manager in writing prior to participating. The manager may request that you work hours to make up the lost work time. In other words, the time spent participating in the Activities is not considered work-time.

9. This agreement shall be construed in accordance with, and governed by, the laws of the State of California and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in San Mateo County, California. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, 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.

Emergency Contact: _____

Relationship: _____ Phone: _____

Signature of participant: _____ Date: _____