



PARTICIPATION AGREEMENT

This Participation Agreement is made on _____, 20__, by and between _____ (‘‘I’’, ‘‘Me’’ and ‘‘My’’) and Nandi Yoga, a California corporation (‘‘You’’ and ‘‘Your’’). If the person named above is a minor child, ‘‘I’’, ‘‘Me’’ and ‘‘My’’ shall collectively refer to that minor child and the undersigned parent or guardian acting on behalf of that minor child. As a condition to Your agreement to enroll Me in Your classes, we (You and I) agree as follows:

- I understand that Your classes are intended to benefit Me and My health, but no specific guarantees have been made or given to Me about the benefits that I may receive. I understand that Your classes are not a substitute for medical care.
- I understand that classes taken with You may be physically strenuous and that it is My responsibility to consult My personal physician to confirm that I am capable of participation in Your classes without limitation. If I experience pain or discomfort, I will listen to my body and adjust my posture or cease participation to avoid injury. I acknowledge that I have the opportunity to speak to the instructor of any class prior to the class to discuss any questions I have about the nature of the class and the level of physical activity involved. I confirm that I am physically fit and do not have any medical condition which would prohibit Me from full, active participation, and that I voluntarily participate with full knowledge that there is risk of personal injury to Me. I agree to accept and assume the risk of injury or damage, known or unknown, which might arise from participation in Your classes or My use of any of Your apparatus, appliances, services or facility, whether caused by My personal limitations or anyone else.
- I understand that Your instructors may physically adjust Me and I release all personnel employed by You from any claim whatsoever on account of adjustments, treatments or services rendered during My participation in Your classes. If I do not want physical adjustment, I understand that I must inform the instructor at each class I attend.
- I understand that You are concerned about My well-being and that, should I become ill during or as a result of My participation while on Your premises, I hereby authorize You to arrange for emergency medical attention should it be required and I am unable to do so Myself. I hereby release, discharge, and hold You harmless, as well as any person or entity that provides such emergency medical attention, from any and all liability in connection with any illness or injury to Me or My property arising in connection with or as a result of such emergency medical treatment.
- I understand that You are not a licensed child care provider and that, should the individual named above be a minor child, the undersigned parent or guardian of the minor child is responsible for the supervision of the minor child while on Your premises, and is encouraged to remain onsite during classes.

- I acknowledge that Nandi Yoga does not give refunds, exchanges, extensions or transfers on multiple-class prepaid packages.
- I agree that if I bring any personal property to Your facility, I do so at My own risk and that You shall not have any liability in the event of the loss, damage, unauthorized use (by any person other than You), theft, or injury to My personal property.
- On behalf of Myself, My heirs, distributees, guardians, legal representatives, and assigns, I hereby release and forever discharge You and Your instructors, employees, agents, officers, directors and owners, from any and all claims, actions, demands, rights, causes of action, expenses and liabilities (collectively, "Legal Proceedings"), either in law or in equity, arising out of any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by Me or any other person as a direct or indirect consequence of My participation in Your classes, or My use of any of Your apparatus, appliances, services or facility, whether caused by Your negligence or otherwise (all of which are collectively referred to as "Injuries"). I agree to indemnify, defend, and hold You and Your instructors, employees, agents, officers, directors and owners harmless from and against any and all Legal Proceedings including, but not limited to, attorneys' fees and costs arising from or out of Injuries.
- If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs, and expert witness fees and costs, together with any other damages to which the prevailing party is entitled. This agreement shall be governed and construed under the laws of the State of California. This Agreement contains the entire understanding between the parties to this Agreement concerning the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties to this Agreement relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Participant's signature (parent or guardian if the participant is a minor)

Street address

City, State and Zip Code

Email

Nandi Yoga, a California corporation

By: _____
Wendy Klein, President
309 8th Avenue
San Mateo, California 94401
650-343-9642