

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury or harm that exists while attending and/or participating in any activity hosted by JaiPure Yoga, LLC (“JPY”), including but not limited to, Yoga, Meditation, and Healing (hereinafter “Activity” or “Activities”) offered at VAN VLECK HOUSE & GARDENS / THE MONTCLAIR FOUNDATION (“TMF/VVH&G”) (collectively “JPY and TMF/VVH&G”); and

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me” which terms will also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in any Activity hosted or instructed by JPY and TMF/VVH&G; and

**I HEREBY** release and forever discharge JPY and TMF/VVH&G, its affiliates, founders, principals, owners, managers, members, employees, instructors, independent contractors, agents, staff, heirs, representatives, volunteers, trustees, board members and assigns (collectively, “Releasees”), from any physical and/or psychological injury that I may suffer as a result of my participation or attendance of any Activity;

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENTLY DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I ALSO ACCEPT FULL RESPONSIBILITY FOR JUDGING MY OWN PHYSICAL CAPABILITIES AND LIMITATIONS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO DETERMINE IF ANY MEDICAL REASON SHOULD PREVENT MY PRACTICE OF YOGA OR REQUIRE MODIFICATION OF AN INSTRUCTION GIVEN BY AN INSTRUCTOR, ASSISTANT AND/OR TEACHER. I AGREE TO TAKE FULL RESPONSIBILITY NOT TO EXCEED MY OWN PHYSICAL CAPABILITIES.**

**I HEREBY** agree to take full responsibility and to hold JPY and TMF/VVH&G, together with the instructor, assistant and any volunteers, harmless for any injury, known or unknown, that I may suffer during or as a result of my attendance or practice during Activity offered at TMF/VVH&G.

**I HEREBY** understand that the World Health Organization has identified COVID-19/Coronavirus as a worldwide pandemic, extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations,

prohibited the congregation of groups of people. Recommendations and facts about the virus and how it spreads are **constantly changing**.

**I HEREBY** understand that by electing to participate in the Activity, I am acknowledging that though JPY and TMF/VVH&G take my safety extremely seriously and are following applicable guidelines, JPY and TMF/VVH&G **cannot guarantee** that I or anyone in my household with whom I am in contact will not be contract COVID-19. I also hereby acknowledge that electing to **attend and/or participate** in any Activity hosted by JPY and TMF/VVH&G **can increase the risk of exposure and becoming infected with COVID-19 and that such exposure may result in personal injury, illness, permanent disability, and death. I hereby voluntarily agree to assume all risk.**

**I HEREBY** acknowledge and agree that I am responsible for my own health, protection and well-being before, during and after my attendance and/or participation in the activities hosted by JPY and/or TMF/VVH&G.

**I HEREBY** attest:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell;
- I have not traveled internationally within the last 14 days;
- I have not traveled to a highly impacted area within the United States of America in the last 14 days;
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19;
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities; and
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

**I HEREBY** agree that if any of the above circumstances change such as if I have or am exposed to any of the above symptoms, diagnosis or have traveled to any of the impacted areas or aboard within 14 days of any scheduled Activity offered by JPY and TMF/VVH&G, then I will refrain from registering and attending any Activity offered by JPY and TMF/VVH&G and adhere to all local and federal applicable guidelines.

**I HEREBY** acknowledge, by signing below, that I may be exposed to or infected by COVID-19 by attending Activities hosted by JPY and/or TMF/VVH&G and I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, JPY and TMF/VVH&G, their employees, volunteers, independent contractors, instructors and program participants and/or attendees and their families.

**I HEREBY voluntarily agree** to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I

may experience or incur in connection with attendance at the JPY and TMF/VVH&G (“Claims”).

**I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS**, JPY and TMF/VVH&G, their founders, principals, employees, instructors, independent contractors, volunteers, agents, trustees, board members, owners, and representatives, of and from any and all Claims, known and unknown, including all liabilities, claims, actions, damages, losses of any kind, costs and/or expenses of arising out of or relating to any and all JPY and/or TMF/VVH&G Activities or events.

**I HEREBY understand and agree** that this release includes any Claims based on the actions, omissions, or negligence of JPY and/or TMF/VVH&G, their founders, principals, employees, instructors, independent contractors, volunteers, agents, trustees, board members, owners, and representatives, whether a COVID-19 infection or exposure occurs before, during, or after participation in any JPY and/or TMF/VVH&G event.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of JPY and/or TMF/VVH&G and the Releasees.

I agree that this release shall be governed for all purposes by New Jersey law, without regard to any conflict of law principles. This Release supersedes supplements any and all previous oral or written promises or other agreements.

I have carefully read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Full Name (please print) \_\_\_\_\_

Emergency Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_