

Water and Rock Studio Liability Release

Water and Rock Studio, LLC Waiver and Release Form

I have enrolled in the personalized health and fitness program offered through Water and Rock Studio, LLC. I understand and acknowledge that any physical exercise, training and health programs may involve strenuous physical activity and that risk from the activities involved in this program are significant, including but not limited to the potential for serious injury, paralysis or death and impairment of general health and well being.

I further understand that by following any recommendation for changes in diet, including the use of food supplements, weight reduction and or body building enhancement products, I assume all responsibility for any effects of such dietary changes.

I have had the opportunity to seek the advice of my physician before starting any health and fitness program and/or making any changes to my diet and I am voluntarily participating in this program and using the facilities, if any, at my own risk of injury, illness or death.

I have carefully read this “Waiver and Release” and knowingly and freely assume all responsibility for risk of loss or personal injury that may be sustained by me, as a result of my participation with Water and Rock Studio, LLC. I further agree to release and hold harmless Water and Rock Studio, LLC and all its current, former and future officers, employees, servants, agents, shareholders, affiliates, successors and assigns and all of their heirs, executors and administrators from all claims, causes of action and liabilities of any type whatsoever and for damages to, loss or destruction of any property or injury, sickness or death, which may result from my participation in my Water and Rock Studio, LLC health and fitness program.

Photo and Testimonial Release

I hereby grant to Water and Rock Studio, LLC the unrestricted right and irrevocable permission forever to copyright and use, re-use, publish, and republish photographs or images of me, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other lawful uses. I also permit the use of any text material in connection therewith including any testimonial that I shall voluntarily submit to Water and Rock Studio, LLC.

I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. I understand that I will not be entitled to any compensation for use of any photographs, images or testimonials.

Animal Yoga

This agreement outlines the terms and conditions that will govern my activities at

Water and Rock Studio's Animal Yoga Events at Water and Rock Studio's studio locations and at off-site locations such as farms, shelters, and rescues, etc.

Water and Rock Studio, its owners, agents and staff (collectively "W&RS") and the execution of this Agreement is a condition for W&RS allowing me to do the following activities: visit, enter, and/or utilize Farm/Shelter/Rescue/Studio facilities and services for Farm Animal Yoga activities, including but not limited to petting and holding farm animals, being walked on by farm animals, practicing yoga, and any and all types of activities associated directly or indirectly with Farm Animal Yoga at this farm/shelter/rescue/studio or at other farm/shelter/rescue/studio locations.

I acknowledge the following:

1. I understand that anyone working with, or near a farm animal can suffer bodily or other injuries.
2. Farm Animals are unpredictable by nature. I also understand that all farm animals, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are near, or around them
3. I acknowledge that a barn, stables, farm, shelter, rescue, and studio property have normal risks inherent in their design, construction and use that could be the cause of damage to equipment or property, or cause accidental injury, illness, permanent injury or death to me or my children.
4. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am not relying on W&RS to list all possible farm animal-related risks for me in this document or at any other time, now or in the future.

WAIVER AND LIABILITY RELEASE: As consideration for being allowed to engage in any or all of the activities listed above, now and in the future and at any location, and to the greatest extent allowed under Pennsylvania law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in this and other activities. The term "damages," means, for example, medical expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I (for myself and for my heirs, administrators, personal representatives or assigns) release and discharge Water and Rock Studio (including its owners, agents, staff), and others acting on their behalf, from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and in future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained or property damage which may occur at any time — now or in the future— as a result of engaging in any or all of the Farm Animal Yoga activities at any farm/shelter/rescue/studio location (except if such loss, injury, or damage is directly caused by Water and Rock Studio's gross negligence or wanton and willful misconduct).

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT BY SIGNING THIS WAIVER, AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST WATER AND ROCK STUDIO (ALL OWNERS OF FARM ANIMALS LOCATED ON PREMISES, AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE A FARM ANIMAL ACTIVITY PARTICIPANTS ABILITY TO SAFELY MANAGE A FARM ANIMAL; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY FARM OR THOSE DIRECTLY AFFILIATED WITH FARM/SHELTER/RESCUE/STUDIO (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY FARM'S/SHELTER'S/RESCUE'S/STUDIO'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

Your Duties:

- 1) I agree that I/or my child will NOT participate in Farm Animal Yoga if I/they are under the influence of alcohol and/or drugs
- 2) I agree to follow the instructor and farmer's/shelter staff's/rescue staff's/studio staff's instructions at all times
- 3) Many physical and mental conditions pose risks to you while engaging in farm animal activities. W&RS recommends that I consult with a physician before participating in the Activities, especially those that involve farm animals, or being near farm animals. I will notify W&RS in writing of any physical aid/or mental conditions or personal needs that may affect my safety and ability to engage in any activities.

I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY AND RELEASE. I UNDERSTAND IT, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS

MINORS:

The undersigned declares that he/she is the parent or legal guardian of the minor in my care. The undersigned has read the foregoing Agreement and agrees that all of the terms and conditions will apply to the minor and shall be binding upon the undersigned and the minor."

Signature: _____

Printed Name: _____

Date: _____