

BOW STUDIO HOT YOGA LLC dba Bikram Yoga Chadds Ford

1572 Wilmington Pike, West Chester PA, 19382

Liability Waiver

In signing below I agree that I am in no way responsible for the safekeeping of my personal belongings while I attend class. I understand that classes at may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise. In consideration of and as inducement to my enrollment as a student of Bow Studio Hot Yoga LLC dba Bikram Yoga Chadds Ford (collectively 'BYCF', hereinafter 'BYCF'), I represent and agree as follows:

1. I have been examined by a licensed physician within the past six months and have been found by such physician to be in good physical health and fully able to perform all exercises which I am to learn and perform during my enrollment with BYCF.
2. I will faithfully follow all instructions given by BYCF and its instructors as to when, where, and how to perform and not to perform Yoga and movement exercises, it being understood that any deviation from such instructions shall be at my own risk.
3. I understand that my yoga and movement classes will be approximately 45 to 90 minutes in duration that I will be engaging in strenuous physical exercises in a room heated to an average temperature of 105 degrees Fahrenheit and an average of 40% humidity. I further understand that these exercises will include, but not be limited to standing, kneeling, bending, and laying prone in static and dynamic postures, and that I will be stretching and compressing all portions of my body including but not limited to skin, muscle, joints, bones, tendons, ligaments, nerves and blood vessels. I understand that I am responsible to practice yoga in a safe manner and that I am responsible to self-monitor my condition at all times. I understand that participation in yoga can place me at risk for death or temporary or permanent injury, including but not limited to musculoskeletal injury, cardiac injury, neural injury, stroke, heart attack, or embolism. I agree to assume all risks attendant to my participation in yoga and movement classes. I will not hold BYCF its officers, directors, shareholders, partners, instructors, or employees responsible for any injuries suffered by me caused whole or in part by my failure to faithfully follow instructions of BYCF or its instructors or by any physical impairment of mine not fully disclosed to BYCF in writing. Further, I agree to defend, indemnify and hold BYCF and its directors, officers, instructors, and employees harmless from and against any and all actions, suits, claims, demands, causes of action, proceedings, losses, costs, expenses including, without limitation, 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 BYCF premises and/or participation of any classes or activities connected therewith, including yoga and movement classes, regardless of whether there is active or passive negligence or fault on the part of BYCF, its directors, officers, instructors, or employees.
4. I understand and acknowledge that I am to receive instruction in Yoga theory and exercises only, and I will not hold BYCF, its partners, instructors or employees to any higher standard of care than that applicable to school of Yoga theory and exercises.
5. The payment made for services is non-refundable; such refunds if any, as are made shall be entirely within the discretions of BYCF.
6. I am entitled to a copy of this contract at the time I sign it. I may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If I choose to cancel this contract, I must either: 1. Send a signed and dated written notice of cancellation by certified mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to: BYCF at its address noted at the top of this contract. If I cancel this contract within the three-day period, I am entitled to a full refund of my money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by BYCF. 'Operating day' means any calendar day on which patrons may inspect and use the BYCF's facilities and services during a period of at least eight hours.
7. In the event of my death, permanent disability, or relocation of my permanent residence to a location more than 25 miles from BYCF, this contract is subject to cancellation by notice sent by certified mail, return receipt requested, or personally delivered to BYCF at its address noted at the top of this contract.
8. If I am a member of the United States military, including a member of the National Guard or a reserve unit, and serving on federal active duty and deployed outside this State, I may cancel this contract. The request for cancellation or suspension must be made by me or my lawfully designated representative must include a copy of my official military orders or a written verification from my commanding officer and must be made within ninety days after I receive notice of serving on federal active duty and deployment outside this State. If the contract is suspended under this subsection, BYCF shall not charge any fees to reinstate the contract and shall maintain the original payment obligations set forth in the original contract. A contract that is suspended under this subsection is subject to cancellation two years after the date of suspension if you fail to reinstate the contract.
9. In the event of my cancellation under terms 7 or 8, BYCF may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five per cent of the total contract price.
10. BYCF retain sole discretion to schedule yoga classes and instructors, and any change(s) in such schedule or instructors are neither ground for termination of this contract nor for refund in whole or in part.
11. The term of this contract may not exceed 36 months.
12. BYCF maintains a code of etiquette that all students are required to abide. I am required to familiarize myself and conform my conduct to that code, which is available to me both in written form and on BYCF's website at <http://www.bikramyogachaddsford.com/>. BYCF reserves the right to change that code at any time and any change(s) in the code are neither grounds for termination of this contract nor for refund in whole or in part.
13. I may not assign this contract.
14. The terms of this contract apply without regard to whether my class package is a single class, multi-class card, monthly, or annual membership, and shall remain in full force and effect through any renewal periods.
15. This contract is subject to Pennsylvania law and I agree that any disputes arising here from shall be heard in Chester County. In the event of any court action brought by me or on my behalf, I waive any claims to court costs or attorney's fees. I acknowledge that I have read, understood, and agree to all of the terms of this agreement and that I have been provided a copy of this agreement.

COVID-19 - Assumption of Risk, Waiver of Liability, and Indemnity Agreement

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement (“Agreement”) affects any rights that you or other interested parties may have if you are injured or otherwise suffer a loss, damage, or injury, including death, while you are in, upon, or about any Bow Studio Hot Yoga LLC dba Bikram Yoga Chadds Ford (collectively, “BYCF”) location.

I acknowledge that the novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including Pennsylvania. In accordance with the most recent guidance and protocols issued by the World Health Organization (“WHO”), the Centers for Disease Control and Prevention (“CDC”), and other federal, state, and local health agencies, for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, and classes of BYCF within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from highly impacted areas subject to a CDC Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the countries listed. I agree to check the CDC Travel Health Notices List (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>) prior to utilizing the facilities, services, and classes of BYCF.

I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, or classes of BYCF if I (i) experience symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19. I agree to notify BYCF immediately if I believe that any of the foregoing access/use restrictions may apply.

BYCF has taken certain steps to implement recommended guidance and protocols issued by the public health agencies for slowing the transmission of COVID-19, including without limitation, the access/use restrictions set forth above. I acknowledge and agree that BYCF may revise its procedures at any time based on updated recommended guidance and protocols issued by public health agencies and further agree to comply with BYCF’s revised procedures prior to utilizing the facilities, services, and classes of BYCF.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and fully understand and appreciate both the known and potential dangers of utilizing the facilities, services, and classes of BYCF. I acknowledge that use thereof may, despite BYCF’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I voluntarily agree to assume the risk that I may be exposed to or infected by COVID-19 by attending BYCF and understand that the risk of becoming exposed to or infected by COVID-19 at BYCF may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BYCF employees and participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind that I may experience or incur in connection with my attendance at BYCF or participation in BYCF classes.

I hereby remise, release, forever discharge, covenant not to sue, and agree to indemnify and hold harmless Bow Studio Hot Yoga LLC dba Bikram Yoga Chadds Ford and all of their officers, directors, employees, and agents, and their heirs, assigns, executors, and administrators (collectively, the “Released Parties”) from all liability, actions, causes of action, claims, and demands whatsoever, whether or not well founded in fact or law, arising out of or related to any loss, damage, or injury, including death, that occurs as a result of my attendance at BYCF and participation in BYCF classes, whether such loss, damage, or injury is caused by my negligence, the negligence of the Released Parties or any of their agents, the negligence of a third party, or any other cause. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of BYCF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BYCF class.

In addition, if any loss, damage, or injury, including death, occurs to or related to me, and the Released Parties are subsequently subject to any claims or allegations, whether they proceed to a final decision maker or not, by me or any other individual who can bring claims for and on behalf of me, I agree to indemnify the Released Parties from any and all damages incurred, including simultaneous payment of attorneys’ fees and costs incurred by Released Parties as they are incurred.

This Agreement shall be governed by the laws of the State of Pennsylvania.

By signing this Agreement, I declare that I have read, understand, and agree to the terms and conditions set forth herein, and that I sign this Agreement voluntarily.

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| Printed name | Date |
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| Signature | Date |
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