

RELEASE, INDEMNITY AND WAIVER OF LIABILITY

I, the undersigned "Participant," hereby agree as follows:

1. I wish to participate in yoga instruction and yoga classes offered by Sandy Pause Yoga, L.L.C. (the "Yoga Instruction"). I recognize that yoga may require some physical exertion, which may be strenuous and may cause physical injury. I am fully aware of the risks and hazards involved.

2. I understand that it is my responsibility to consult with a physician prior to, and regarding my participation in, the Yoga Instruction. I represent and warrant that I am physically fit, and I have no medical condition, whether physical or mental, which would prevent my full participation in the Yoga Instruction.

3. In consideration of being permitted to participate in the Yoga Instruction, 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 Yoga Instruction, including but not limited to death, disability or any other personal injury. I acknowledge that Sandy Pause Yoga, L.L.C. does not provide me with medical or liability insurance and it is my sole responsibility, and cost, for such insurance if I desire it.

4. In further consideration of being permitted to participate in the Yoga Instruction, I hereby:

(a) Knowingly waive, release, and discharge Sandy Pause Yoga, L.L.C., its members, officers, employees, agents, affiliates and instructors (each individually a "Released Party" and collectively the "Released Parties"), from any and all claims of any nature, including but not limited to liability arising from the negligence or fault of any of the Released Parties, for any injury or damage I may sustain, including but not limited to death, disability or other personal injury, as a direct or indirect result of my participation in the Yoga Instruction; and

(b) Agree, on behalf of myself and my heirs, successors and assigns, not to sue, and to defend, indemnify, and hold harmless, each Released Party from any and all claims of any nature, including all costs expenses, and attorney's fees, which may in any manner result from or arise out of my participation in the Yoga Instruction.

5. This instrument shall not in any way be construed as an admission by a Released Party that any of them has acted wrongfully with respect to me or any other person, or that any of them admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against any Released Party. This instrument constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter hereof, and may not be altered, amended or modified, except by a written document signed by the Participant and Sandy Pause Yoga, L.L.C. This Release shall be construed broadly to provide a release, indemnity and waiver of liability to the maximum extent permissible under applicable law. I agree that if any portion of this instrument is held invalid, the remainder will continue in full legal force and effect. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Indiana.

DATED: _____ 20__.

SIGNATURE OF PARTICIPANT: _____

PRINTED NAME OF PARTICIPANT: _____

(If Participant is under 18, a legal guardian's authorization is required)

AS LEGAL GUARDIAN OF _____, A MINOR, I CONSENT TO THE ABOVE TERMS AND CONDITONS.

GUARDIAN'S SIGNATURE: _____

SANDY PAUSE YOGA, L.L.C. By: _____