



FAQ and Disclaimer On Use of the Sample Release and Waiver of Liability for Yoga Schools and Teachers

DISCLAIMER

THIS MODEL FORM IS FOR BASIC INFORMATIONAL PURPOSES ONLY. YOUR PARTICULAR SITUATION MAY REQUIRE DIFFERENT PROVISIONS THAN THOSE SET FORTH IN THIS FORM. YOU SHOULD CONSULT WITH COUNSEL IN YOUR JURISDICTION TO ENSURE THAT THIS FORM COMPLIES WITH THE APPLICABLE LAW IN YOUR STATE. THE DISTRIBUTION AND USE OF THIS FORM DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

Contents

Frequently Asked Questions	2
School Release	3
Yoga Teacher Release	6
Sample Waiver for Online/ Virtual Classes	9

Frequently Asked Questions

1. Who can use these forms?

There are two forms. One is for studios and wellness businesses, and one is for teachers. These forms cover both physical classes and classes in an online/virtual environment.

2. Who should sign the forms?

We recommend that you have all of your students sign the forms. Those students who have previously signed a form should sign the new form.

3. What about insurance?

We recommend that you check with your insurance company to make sure that your policy covers online yoga classes. If you post a yoga class online for anyone to view, they will not have signed a release. Your insurance policy is an important way to protect yourself against legal liability.

4. What else can I do to protect myself from liability?

We recommend that you include a link on your online platform to the Terms of Use on your website. The use of your online platform should be subject to your Terms of Use. The Terms of Use should include a limitation of liability and a waiver.

5. Should I still obtain local legal advice?

These forms are for informational purposes only, and we recommend that you engage a local lawyer to make sure that the release is enforceable under the laws of your state.

School Release

_____ Yoga School
Release And Waiver Of Liability

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, bodywork, therapy, exercise and healing arts activities (collectively, the “Activities”) offered by _____ (the “School”). The Activities may be offered in the physical location of the School or offered online by videos, television, podcasts, apps, or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”
2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that the School reserves the right to refuse my participation in any Activity on medical, fitness, or any other grounds.
3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack, or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck, and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
4. In consideration of being permitted to participate in the Activities, 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 Activities at the School, including those which may result from the negligence of the School.
5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any “Claim” (as defined below) I may have against the School, its owners, managers, teachers, instructors, workshop presenters, employees,

independent contractors and staff (each, a “Released Party”) that I may sustain as a result of participating in the Activities at the School even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering, and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.
7. I hereby understand that the School from time to time may photograph, video, or otherwise record classes or events occurring at the School and place such photographs and videos on its Website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.
8. This agreement shall be construed in accordance with, and governed by, the laws of the State of _____ and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in _____. In case any provision of this agreement shall be held invalid, illegal, or unenforceable, it shall not affect any other provision of this agreement, and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.

Signature of participant: _____

Date: _____

Disclaimers

This form is offered to provide you with basic information only. We do not represent or warrant, either expressly or impliedly, that this form is correct for your business. Your particular situation may be quite different and may require legal positions that are different than those set forth in this form. The legal system changes rapidly and the statutes, laws, regulations, and interpretations that were in effect on the date of publication of this form will change in the future and these changes may require different legal positions than those taken in this form. There may be state and local laws and regulations that may significantly change the recommendations made in this form and you will need to discuss these with your local counsel. This form is not intended as, nor is it offered as, legal advice. You should not rely upon this form as legal advice.

Your use of this form does not create an attorney-client relationship. You should seek specific legal advice before using this form. Lilalabs Publishing LLC, Gary Kissiah, and Yoga Alliance expressly disclaim any liability, losses, or damages of any kind caused, or alleged to be caused, from or out of the use of this form. You accept and assume the full risk in using this form and, by your use of this form, you hereby release Lilalabs Publishing LLC, Gary Kissiah, and Yoga Alliance from any liability, claim, or expense whatsoever. Yoga Alliance has only provided marketing support for distribution of this form, has not participated in the preparation of this form, and has not reviewed this form for accuracy or compliance with any laws or regulations.

Yoga Teacher Release

_____ Yoga
Release And Waiver Of Liability

Name _____

Street Address _____

City, State & Zip Code _____

Phone Number _____

Email _____

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, bodywork, therapy, exercise, and healing arts activities (collectively, the “Activities”) offered by _____ (the “Teacher”). The Activities may be offered in the physical location of the Studio or offered online by videos, television, podcasts, apps, or other digital media or platforms. All of such offerings, either physical or online, shall be considered “Activities.”
2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that the Teacher reserves the right to refuse my participation in any Activity on medical, fitness, or any other grounds.
3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack, or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck, and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
4. In consideration of being permitted to participate in the Activities, 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 Activities, including those which may result from the negligence of the Teacher.
5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily, and expressly waive any “Claim” (as defined below) I may have against the Teacher and any of Teacher’s employees, independent contractors, or assistants (each, a “Released Party”) that I may sustain as a result of participating in the Activities even if the Claim arises from the negligence of Released Party or anyone else.

I agree to indemnify and hold harmless Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering, and distress, or death that I may suffer, my spouse, children, or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. I, my heirs or legal representatives forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of any Released Party.
7. I hereby understand that the Teacher from time to time may photograph, video, or otherwise record Activities and place such photographs and videos on its Website or social media plat-form. I hereby consent to the use of my image that may appear in any such photograph or video.
8. This agreement shall be construed in accordance with, and governed by, the laws of the State of _____ and that all actions, suits, claims, and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in _____. In case any provision of this agreement shall be held invalid, illegal, or unenforceable, it shall not affect any other provision of this agreement, and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.

Signature of participant:

Date: _____

If participant is under 18:

As legal guardian of _____, I consent to the above Release and Waiver of Liability

Signature of parent/guardian: _____

Date: _____

Disclaimers

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Your use of this form does not create an attorney-client relationship. You should seek specific legal advice before using this form. Lilalabs Publishing LLC, Gary Kissiah, and Yoga Alliance expressly disclaim any liability, losses or damages of any kind caused, or alleged to be caused from or out of the use of this form. You accept and assume the full risk in using this form and, by your use of this form, you hereby release Lilalabs Publishing LLC, Gary Kissiah, and Yoga Alliance from any liability, claim, or expense whatsoever. Yoga Alliance has only provided marketing support for distribution of this form, has not participated in the preparation of this form, and has not reviewed this form for accuracy or compliance with any laws or regulations.

Sample Waiver for Online/ Virtual Classes

For schools, studios or teacher that do not have a website with a Terms of Use, which includes a release and waiver of liability, the disclaimer should read as follows:

I understand that I must be in good physical health to participate in these classes, that my participation may cause an injury and that I should consult with my physician before I take a class. I am taking these classes at my own risk. I waive any claim for personal injury and any other damages that I may have against the school, studio and/or the teachers who are offering these classes.

For studios or teachers that do have a website with a Terms of Use, which includes a release and waiver of liability, the disclaimer should read as follows:

I understand that I must be in good physical health to participate in these classes, that my participation may cause an injury and that I should consult with my physician before I take a class. I am taking these classes at my own risk. I waive any claim for personal injury and any other damages that I may have against the schools, studio and/or the teachers who are offering these classes. The terms of use set forth at _____ (link to terms of use) are hereby incorporated by reference.