



AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

Please read carefully and discuss questions or concerns by [contacting us](#) BEFORE signing.

I hereby agree to the following:

I understand that I am participating in an event offered by the iRest Institute (hereinafter "Institute") that offers yoga instruction and iRest. I recognize that yoga may require physical and mental exertion that can be strenuous, and I am fully aware of the risks and hazards involved.

I understand that yoga and iRest programs may release strong emotions and I accept this possibility and the result of such emotional release.

I acknowledge that there are risks and dangers that cannot be eliminated in this type of event, and even if a risk or danger could have been eliminated, this does not always occur.

I understand and accept that at in person events physical contact between student and instructor may be necessary. I consent to such contact as is considered necessary by the Instructor.

I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in yoga, iRest and any other Institute programs. I will advise Institute instructors of any and all physical and emotional conditions that could be affected by yoga, iRest and Institute offerings.

I agree to follow instructions carefully and to immediately stop any activity that causes me any unacceptable discomfort, emotional distress or pain. I will report any discomfort, emotional distress or pain to the instructor as soon as possible during or at the end of the program.

In consideration of being permitted to participate in yoga and iRest programs with the Institute, I agree to assume full responsibility for all risks, injuries or damages, known or unknown that I might incur as a result of participating in such activities.

I understand that yoga and iRest may produce a deep state of relaxation that can continue for many hours after the program is complete. I acknowledge that I may need to refrain from driving a vehicle after a yoga or iRest session, until I feel capable of responding to the situations that may arise while driving.

I understand that if this event is being presented in an on-line format it may not allow the instructor to watch my movements or my posture. I accept any additional risk that may be present because of the instructor being unable to correct any movement or behavior that I

may be experiencing and I agree that I will stop any movement or activity that causes me pain or discomfort.

I acknowledge that during my participation in this event I may be filmed and/or recorded and my image and/or voice may appear in one or more videos or recordings, being produced by Richard Miller or the Institute. I further acknowledge that one or more of the videos and/or recordings in which my image and or/voice appears may be posted to the Institute's website and may be shown at various Institute events to support initiatives of the Institute. I consent to the Institute posting the videos and/or recordings, which contain my image and/or voice, on its website or using the videos and/or recordings at retreats, workshops, trainings and other events where they may feel it is appropriate to promote the Institute or for any other purpose. I am aware that the videos and/or recordings may be shared with and/or sold to various people within the Institute and/or with other people who are not part of the Institute for the purpose of soliciting donations for the Institute and for other purposes and I consent to such use of my image and voice in these videos and recordings.

I release the instructor, substitute instructors, assistants, facility, Institute and its directors, officers, advisors and employees (referred to as 'Providers') from all actions, causes, claims, suits, damages and liabilities arising out of, or connected with, my participation in yoga, iRest and Institute programs including, but not limited to, personal physical, mental or emotional injury, illness (including death) and/or loss of property. I agree to indemnify and hold harmless all of the Providers.

I, my heirs, assigns, legal representatives and spouse, if any, forever release, waive, discharge and agree not to sue any of the Providers for any injuries or damages I may sustain.

I waive and release any rights I may have under California Civil Code §1542, which states as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party "

I agree that this waiver will be interpreted, as broadly as allowed by law, and that if part of this waiver is deemed invalid then the balance shall remain in effect

I further agree that this waiver and any subsequent claims or legal proceedings will be governed by the laws of the state of California.

I freely and voluntarily agree to these terms and conditions even though I would not be able to participate without signing this waiver. I assert that my participation and signing is voluntary and that I assume all risks.