



Release and Waiver of Liability

I, _____ (printed first and last name) HEREBY AGREE TO THE FOLLOWING:

- I am aware that participation in a Zesa class may result in accident or injury and I assume the risk connected with the participation of the class.
- I represent that I am in good health and suffer from NO physical impairment which would limit my ability to follow the guidance and assistance of the instruction by Zesa.
- I acknowledge that Zesa will not render any medical services, including medical diagnosis of members physical condition.
- I specifically agree that Zesa shall not be liable for any claim, demand, and/or cause of action of any kind, including in tort or contract law, resulting from or related to my participation in yoga.
- I allow Zesa to use and publicize my name, likeness, and other personal characteristics for advertising, promotion, and other commercial and business purposes.
- I agree that all intellectual property rights, including trademarks and copyrights, related to the class are the sole property of Zesa, and that I will not use, reproduce or disseminate any of the materials from the class to third parties.
- Refunds: I agree that all prepaid classes and absences from classes are non-refundable and that unused merchandise is refundable up to 15 days after purchase.
- This Waiver and all related documents governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
- This Waiver constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. I have read the above release and waiver of liability, fully understand it contents, and voluntarily agree to the terms and conditions stated above.

[Printed Name of Participant]

Date: _____

[Signature of Participant]