PARTICIPATION AGREEMENT

RELEASE OF LIABILITY & ASSUMPTION OF RISK

This Participation Agreement and Release of Liability ("Agreement") is entered into by the undersigned participant ("Participant") in favor of:

Rooted Yoga & Wellness LLC, its owners, members, managers, instructors, contractors, volunteers, employees, event hosts, landlords, and affiliates (collectively, "Released Parties").

This Agreement applies to participation in **all services and activities**, whether paid or complimentary, including but not limited to:

- Yoga classes (heated, unheated, restorative, power, etc.)
- Meditation classes
- Breathwork sessions
- Sound baths and sound healing sessions
- Workshops, trainings, and special events
- Private sessions
- Community classes
- Activities held at the Studio location or at off-site venues

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1. Voluntary Participation

Participant understands that participation in all classes, workshops, events, and related activities is voluntary and may be discontinued at any time.

Participant agrees to follow all Studio policies, safety instructions, and instructor guidance provided.

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2. Assumption of Risk

Participant acknowledges that yoga, meditation, breathwork, sound healing, workshops, and related activities involve inherent risks, including but not limited to:

- Muscle strain, tears, sprains, fractures, or other physical injury
- Slips, falls, or collisions
- Dizziness, fainting, nausea, or changes in blood pressure
- Aggravation of pre-existing conditions
- Emotional release or unexpected psychological responses
- Exposure to heated environments
- Sensitivity or discomfort due to sound vibrations or instruments
- Injuries arising from off-site venues or third-party locations

Participant knowingly and voluntarily assumes full responsibility for all risks, known or unknown, foreseeable or unforeseeable, arising from participation.

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3. Medical Representation

Participant represents and warrants that:

- They are physically and mentally capable of participating.
- They have consulted a physician if they have any medical conditions that could be affected by physical activity, breathwork, meditation, or sound therapy.

- They will inform the instructor of any injuries, medical conditions, pregnancy, implants, epilepsy, hearing sensitivities, cardiovascular conditions, or other relevant concerns.

Participant understands that instructors are not medical professionals and do not provide medical advice, diagnosis, or treatment.

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4. Release and Waiver of Liability

In consideration of being permitted to participate in Studio activities, Participant hereby releases, waives, discharges, and covenants not to sue the Released Parties for any claims, demands, damages, actions, or causes of action arising out of or related to any injury, loss, illness, property damage, or death resulting from participation, including claims arising from the negligence of the Released Parties, to the fullest extent permitted by law.

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5. Indemnification

Participant agrees to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs (including reasonable attorney's fees) arising from Participant's participation.

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6. Off-Site Events

Participant acknowledges that some classes, workshops, or events may be held at third-party venues or outdoor locations. Participant assumes all risks associated with travel to and from such locations and with conditions at those sites.

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7. Personal Property

Participant understands that the Studio is not responsible for lost, stolen, or damaged personal property brought to the Studio or any off-site event.

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8. Payment & No Refund Policy

Participant acknowledges that purchases of memberships, class packages, workshops, or events are subject to the Studio's current cancellation and refund policies, which may be updated from time to time.

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9. Photo & Media Release (Optional)

Participant grants permission to the Studio to use photographs, video, or audio recordings taken during classes or events for marketing, promotional, and educational purposes without compensation.

☐ I do NOT consent

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10. Emergency Medical Treatment

Participant authorizes the Studio to obtain emergency medical care if deemed necessary and agrees to be financially responsible for any related costs.

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11. Governing Law & Severability

This Agreement shall be governed by the laws of the State of North Carolina. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

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12. Acknowledgment of Understanding

Participant acknowledges that:

- They have carefully read this Agreement.
- They understand that they are waiving substantial legal rights.
- They sign this Agreement freely and voluntarily.
- This Agreement applies to all current and future participation unless revoked in writing.

Participant Name (Print): _____

Signature: _____

Date: _____

Phone: _____

Email: _____

HEALTH DISCLOSURE & INFORMED CONSENT AGREEMENT

Supplement to Participation Agreement & Release of Liability of Rooted Yoga & Wellness LLC

This Health Disclosure & Informed Consent Agreement ("Agreement") is entered into by the undersigned participant ("Participant") and is incorporated into and made part of Rooted Yoga & Wellness LLC's Participation Agreement and Release of Liability.

This Agreement applies to all current and future participation in classes, workshops, trainings, private sessions, events, and off-site programming offered by the Studio.

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1. Acknowledgment of Physical & Emotional Risk

Participant understands and acknowledges that Studio activities may include:

- Physical movement, stretching, strengthening, and balance challenges
- Hands-on or proximity-based instruction (if applicable)
- Deep breathing techniques and breath retention
- Meditation practices that may elicit emotional responses
- Sound exposure from instruments including but not limited to singing bowls, gongs, chimes, and vibrational devices
- Exposure to heated environments
- Group participation settings

Participant understands these activities may result in:

- Musculoskeletal injury
- Aggravation of pre-existing conditions

- Dizziness, fainting, hyperventilation
- Heat-related illness
- Emotional or psychological responses
- Hearing discomfort or sensitivity

Participant voluntarily assumes full responsibility for these risks.

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2. Medical Representation & Disclosure

Participant represents and warrants that:

- They are physically and mentally capable of participating.
- They are not participating against medical advice.
- They have consulted a physician if they have any condition that may be affected by physical exertion, breathwork, meditation, or sound exposure.
- They will inform the instructor of any limitations before each session.

Participant agrees to disclose if they have or have had:

☐ Heart disease or cardiovascular condition
☐ High or low blood pressure
☐ Dizziness, fainting, or seizures
☐ Respiratory conditions
☐ Recent surgery (past 6 months)
☐ Pregnancy or postpartum status
☐ Metal implants, pacemaker, or medical device
☐ Chronic musculoskeletal injury
☐ Trauma history that may be triggered by breathwork or meditation
☐ Sensitivity to loud or vibrational sound
☐ Any other condition that may impact safe participation

If any box is checked, Participant must describe below:

Participant understands that failure to disclose relevant health information may increase the risk of injury and may affect insurance coverage or liability claims.

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3. Breathwork & Sound-Specific Consent

Participant understands that certain breathing techniques may involve rapid breathing, breath retention, or altered breathing rhythms which may cause:

- Tingling
- Dizziness
- Emotional release
- Temporary changes in blood pressure

Participant further understands that sound sessions may involve sustained or high-decibel sound waves and vibration.

Participant voluntarily consents to participate and accepts full responsibility for monitoring their own physical and emotional response.

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4. Heat Exposure (If Applicable)

For heated classes, Participant understands:

- Heat increases cardiovascular demand.
- Dehydration risk is elevated.
- They are responsible for hydration and rest as needed.

Participant agrees to immediately stop participation if symptoms of heat distress occur.

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5. Self-Monitoring & Personal Responsibility

Participant agrees that:

- They are solely responsible for determining their physical limits.
- They will stop immediately if experiencing pain, dizziness, distress, or discomfort.
- They will not rely solely on instructor observation to prevent injury.
- They understand instructors cannot guarantee safety in a group setting.

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6. No Medical Advice

Participant understands that instructors:

- Are not physicians or licensed medical providers (unless otherwise disclosed).
- Do not diagnose or treat medical conditions.
- Provide educational wellness instruction only.

Nothing presented in Studio programming constitutes medical advice.

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7. Integration With Liability Waiver

Participant acknowledges that:

- This Health Disclosure & Informed Consent Agreement supplements and reinforces the Studio's Participation Agreement & Release of Liability.
- All disclosures made herein are incorporated into that waiver.
- This Agreement applies to all future visits unless revoked in writing.

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8. Affirmation

By signing below, Participant affirms that:

- All information provided is true and complete.
- They understand the risks involved.
- They voluntarily choose to participate.
- They accept full personal responsibility for their participation.

Participant Name (Print): _____

Signature: _____

Date: _____