

# Liability Waiver

## **BY PURCHASING A VIDEO, MEMBERSHIP, SUBSCRIPTION, OR KRYSTAL MULLER, LLC CLASS, I AGREE TO ALL TERMS AND CONDITIONS LISTED IN THIS LIABILITY WAIVER.**

### **GOOD PHYSICAL HEALTH:**

1. I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the classes offered at Krystal Muller, LLC. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any of the yoga classes, programs, or workshops. I understand the risks associated with the activities offered by Krystal Muller, LLC and I agree to follow all instructions so that I may safely participate in classes, workshops, or other activities. It is my responsibility to know my own limitations and use common sense for myself and/or my child.
2. I willingly agree to comply with the stated and customary terms and conditions and the instructions of the activities instructors for my participation or viewing of the event or activity. I certify that I have no physical or mental condition that prevents me from participating or viewing any of the events or activities, and that if I have any concerns about my physical or mental readiness for the events or activities, I agree that I will immediately bring such to the attention of the nearest activity operator, instructor, or representative.

### **ASSUMPTION OF RISK:**

1. I acknowledge that I and/or my child do not have to participate in, be a spectator of, or be in the general vicinity or area of events or activities held by Krystal Muller, LLC and that I do so of my own free will and volition.
2. I recognize that there is an element of risk of injury in participating in any Krystal Muller, LLC events or activities, including the potential for severe physical injury, permanent disability, communicable diseases, illnesses, COVID-19, and even death. While particular rules, instruction, and personal discipline may reduce the risk, the risk of serious injury to me does exist.
3. I, on behalf of myself and/or my child, knowingly and freely assume all such risks, known and unknown, even if arising from the negligence of Krystal Muller, LLC. I assume full responsibility for my participation, and/or child participation, and attendance at any such event or activity, even if only as a spectator or as a person merely in the general vicinity or area.
4. I hereby WAIVE AND RELEASE Krystal Muller, LLC and instructors from any claim, demand, cause of action of any kind resulting from or related to my participation in the programs offered. In taking part in the Krystal Love Yoga classes, workshops, or other activities at Krystal Muller, LLC, I understand and acknowledge that I am fully responsible for any and all risks, injuries, damages, known or unknown, which might occur as a result of my participation to me, my clothing, minor children, or my property. I will not do anything that I do not feel physically comfortable with.

### **PHOTO RELEASE:**

1. I grant permission and consent to Krystal Muller, LLC for the release of any photos taken by Employees of Krystal Muller, LLC, including their Professional Photographer, for the use of any Publicity, Copyright, Illustration, Advertising, Web Content and Social Media. \*\*If I do not consent, I will inform any and all photographers taking my picture during class.

**COMPLIANCE:**

1. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless Krystal Muller, LLC, its members, managers, trainers, instructors, subcontractors, subsidiaries, affiliates, officers, employees, agents, representatives, and its vendors, with respect to any and all injury, disability, death, or loss, damage or expense, to the fullest extent permitted by law.
2. I expressly agree that this Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. It is agreed that any claim or dispute concerning questions of fact or law arising out of or relating to this Release, its performance or alleged breach, shall be settled by arbitration in accordance with the current rules of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof. The location of the arbitration shall be in Maricopa County, the State of Arizona. Any disputes or issues arising out of this Agreement shall be interpreted pursuant to the laws of the State of Arizona.
4. I have read this Release of Liability Waiver, and fully understand its terms and conditions. I am aware, that by purchasing a ticket, a membership, a video, either for myself or as a gift, I am agreeing to these terms and conditions, and knowingly give up substantial rights, either for myself, or for persons under the age of 18, to whom I am a parent, legal guardian, or supervising adult, and do so freely and voluntarily without any inducement.

I AM AWARE THAT I HAVE BEEN GIVEN MANY OPPORTUNITES TO REVIEW THIS LIABILITY WAIVER, AS IT IS STATED SEVERAL TIMES DURING THE CHECKOUT PROCESS, AND FOLLOWING EMAILS. BY PURCHASING A KRYSTAL MULLER, LLC CLASS, I FULLY AGREE TO ALL TERMS AND CONDITIONS LISTED IN THIS LIABILITY WAIVER, AND THEREFORE, MY CONFIRMATION EMAIL WITH THE ACKNOWLEDGED "CHECK BOX", WILL PROVE TO BY MY CONSENT- AS IF I WERE PERSONALLY SIGNING THIS DOCUMENT IN ATTENDANCE THEREOF.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_