

**ASSUMPTION & ACKNOWLEDGMENT OF RISKS' AND RELEASE OF LIABILITY AGREEMENT -**

In consideration of being allowed to participate with Sculptured Bodies, Inc ( herein referred to as SBI) in water sport events and activities and or being provided with water sport recreational property or services, for myself, and for my heirs, personal representatives or assigns:

**ACKNOWLEDGMENT OF RISKS:** Acknowledgment that some, but not all, of the risks of participating in the water sport activity include: (1) Changing water flow, tides, currents, wave action and ships' wake, (2) Collision with any of the following: other participants, the water craft, other watercrafts, and manmade or natural objects; (3) Wind shear, inclement weather, lightening, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination and ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) The presence of insects and marine life forms; (7) Equipment failure or operator error, (8) Heat or sun related injuries or if including sunburn, sunstroke or dehydration; (9) Fatigue, chill and or dizziness which may diminish my reaction time and increase risk of an accident. I further understand that if we do exercise, yoga or tai-chi in conjunction with kayaking, the Kayakercise, Yoga sessions and/or Tai-Chi may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I also understand that before starting this exercise program it is my responsibility to consult my physician. I realize this list does not include all of the risks associated with this activity.

**EXPRESS ASSIGNMENT OF RISK AND RESPONSIBILITY:** Agree to assume responsibility for all the risks of the activity, whether identified above or not, **(EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF SBI, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS)**. My participation in the activity is purely voluntary. I assume full responsibility for myself, for any bodily injury, accident, illness, paralysis, dead, loss of personal property and expenses thereof as a result of any accident which may occur while I participate in the activity **(EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF SBI, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS)** . I further understand that I am liable for any loss or damages to the kayaks, paddles, life jackets and any other equipment provided and that I may be responsible for total replacement cost of said equipment.

**RELEASE:** I hereby release Sculptured Bodies, Inc., its principals, directors, officers, agents, employees and volunteers, their insurers and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, (Collectively "Releases") FROM ANY AND ALL LIABILITY OF AND NATURE FOR. ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME AND OTHER PERSONS AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. (EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE **OF SBI, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS**, OR ANY OTHER PERSON (INCLUDING MYSELF).

I confirm that I am physically capable and fit to participate in this activity. I confirm that I am eighteen (18) years of age or older. (Younger participants must have a parent or guardian read and sign this document.) I have been advised that I must wear an approved personal flotation device at all times while on the water and that I must not be under the influence of alcohol or any mind-altering substance, and will not carry, use or consume these substances before or during my scheduled activity. In signing below I agree that Sculptured Bodies, Inc. is in no way responsible for the safekeeping of my personal belongings while I participate in their program.

**INDEMNIFICATION:** I hereby indemnify and agree to hold harmless Sculptured Bodies, Inc (SBI/Yoga Energy Studio) from any loss, damage or expense, including reasonable attorney's fees, for any claims made by myself and any Third party for my personal injury or death caused by SBI negligence.

**I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.**

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

E-MAIL \_\_\_\_\_

By providing your e-mail address you are authorizing receipt of emails from us

**I DO or DO NOT (please circle one) permit the use of any photos, slides, films or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purposes.**