LIABILITY RELEASE - By checking this box, I agree with the following terms: \*

In consideration of the services of Earth Sky Moon Healing Arts Studio, including, but not limited to its agents, owners, officers, volunteers, participants, employees, affiliates, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Earth Sky Moon Healing Arts"), I HEREBY ACKNOWLEDGE AND AGREE TO IRREVOCABLY RELEASE AND WAIVE, INDEMNIFY, AND DISCHARGE EARTH SKY MOON HEALING ARTS STUDIO OF ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES/AGENTS, AND ESTATE AS FOLLOWS: 1. I ACKNOWLEDGE that I understand that yoga includes physical movements, as well as an opportunity for relaxation, stress re-education, and relief of muscular tension. As is the case with any physical activity. THE RISK OF INJURY TO ME OR TO THIRD PARTIES, EVEN SERIOUS OR DISABLING, IS ALWAYS PRESENT AND CANNOT BE ENTIRELY ELIMINATED. If I experience any pain or discomfort, I will listen to my body, adjust the posture, and, if necessary, ask for support from the teacher or staff. I will continue to breathe smoothly. I ALSO ACKNOWLEDGE that I may be exposed to higher temperatures and should that be the case, I ASSUME ALL RISKS (which may include, among other things, dehydration, heat exhaustion, heat stroke, heat cramps, and muscle strain or damage) AND UNDERSTAND IT IS MY **RESPONSIBILITY TO KEEP MYSELF HYDRATED AND** COMFORTABLE. 2. I further acknowledge and agree that yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. I affirm that I alone

am responsible to decide whether to practice yoga. I HEREBY AGREE TO IRREVOCABLY RELEASE AND WAIVE ANY AND ALL CLAIMS THAT I HAVE NOW OR HEREAFTER MAY HAVE AGAINST EARTH SKY MOON HEALING ARTS STUDIO. 3. I expressly acknowledge, agree, and promise to accept and assume all of the risks existing in this activity. My participation in yoga is purely voluntary, and I elect to participate in spite of the risks. known or unknown. 4. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS EARTH SKY MOON HEALING ARTS STUDIO FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, which are in any way connected with my participation in yoga or my use of Earth Sky Moon Healing Arts Studio's equipment or facilities, online yoga classes, offsite yoga classes at selected venues including any such claims which allege negligent acts or omissions of Earth Sky Moon Healing Arts Studio and including any claims related to COVID-19 or any other illness or disease. 5. Should Earth Sky Moon Healing Arts Studio or anyone acting on its behalf be required to incur attorney's fees and other costs to enforce this agreement, I AGREE TO INDEMNIFY AND HOLD EARTH SKY MOON HEALING ARTS STUDIO HARMLESS FOR ALL SUCH FEES AND COSTS. 6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH MY SAFETY IN YOGA, OR ELSE I AM WILLING TO ASSUME - AND BEAR THE COSTS OF - ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION. 7. I FURTHER ACKNOWLEDGE AND AGREE that Earth Sky Moon Healing Arts Studio may, in its sole discretion, bar my participation in yoga or require my removal from its facilities in order to prevent injury or inconvenience to myself and others. 8. Photo Release: At times portions of our classes and events may be filmed, photographed, and/or recorded. At times our classes can take place in our physical studio location and at other times in a selected offsite venue. By signing here, you consent to the possible reproduction of your likeness and/or voice, as well as the likeness/voice of any person representing our products and/or services, and you waive any claims in connection therewith. 9. Online yoga: Earth Sky Moon Healing Arts Studio assumes no responsibility for injuries suffered while practicing these techniques at your home or any other location of your choice. Please seek a gualified medical professional before attending online yoga classes and courses. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this NEW STUDENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I acknowledge that if anyone is injured or property is damaged during my participation in yoga, I may be found by a court of law to have waived my right to maintain a lawsuit against Earth Sky Moon Healing Arts Studio on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I FURTHER ACKNOWLEDGE I HAVE READ AND UNDERSTOOD THIS NEW STUDENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND I AGREE TO BE BOUND BY ITS TERMS.