

Modern Muse and and Nourish and Be LLC.
Student Health Questionnaire
Release & Liability Waiver

Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

Would you like to receive emails about upcoming retreats, events, discounts? _____

How did you hear about Modern Muse and Nourish and Be LLC?

Do you have previous yoga experience? _____ If so, how long? _____

In what style(s)? _____

How often do you practice yoga/take classes? _____

Do you have any current injuries, chronic pain, or special conditions that may effect your comfort/participation during yoga practice? If yes, please explain.

Please check all that apply.

- Diabetes Hypoglycemia Chronic Headache Asthma
- Hypertension Mental Illness Low Blood Pressure Ulcers
- Hernia Rheumatoid Arthritis Seizures/Epilepsy Sciatica
- Osteoarthritis Herniated/Bulging Disc Immune Disorder Allergies
- Heart Disease Digestive Disorder Pregnant: due _____ Other _____
- Back, Knee, Shoulder Pain

Any other health conditions or surgeries that may affect your yoga practice? _____

Emergency Contact

Name: _____ Phone: _____

Email: _____ Relationship: _____

Release and Liability Waiver

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and other wellness, exercise and healing arts activities (collectively, the "Activities") offered by Modern Muse and Nourish and Be LLC and/or its owners, instructors, teachers, workshop presenters, employees and independent contractors.

2. I recognize that I must be in good physical and mental health to participate in the Activities. I understand that the Activities require physical exertion, and I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in the Activities. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Activities. If I have consulted a physician, I have taken the physician's advice. I understand that Modern Muse and Nourish and Be LLC reserves the right in its absolute discretion to refuse my participation in an Activity on medical, fitness or other grounds.

3. I am in proper physical condition to participate in the Activities, and I am aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury and potentially heart attack. I also understand that I could experience muscle, back and other injuries during exercise. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I understand that it is my continuing responsibility to inform Modern Muse and Nourish and Be LLC of any previous medical conditions, injuries or surgeries prior to my first class and any future changes to my medical condition.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities with Modern Muse and Nourish and Be LLC.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against Modern Muse and Nourish and Be LLC, its owners, members, employees, and/or its instructors, teachers, volunteer staff, interns, workshop presenters, independent contractors and the host studio (each, a "Released Party") for any Claim that I may sustain as a result of participating in the Activities with Modern Muse and Nourish and Be LLC even if the Claim arises from the negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my children may suffer or that my unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

6. Neither Nourish and Be nor Modern Muse shall be held responsible for any risks, injuries, or damages incurred en route to and from the resort, including ground transport, and throughout the duration of the retreat to include all retreat sessions and all extracurricular activities.

7. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

8. I hereby understand that Modern Muse and Nourish and Be LLC from time to time may photograph or video classes or events and place such photographs and videos on its Website. I hereby consent to the use of my image that may appear in any such photograph or video.

9. This agreement shall be construed in accordance with, and governed by, the laws of the State of Oregon.

I acknowledge that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this release and waiver of liability, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

Signature of Participant: _____ Date: _____