

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. I hereby accept all risk to my health and of my injury or death that may result from participating in the retreat and I hereby release the Property/Company, and its officers, employees, interns, sponsors, representatives, speakers, and co-hosts from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Retreat, whether caused by negligence of the Company, speakers, co-hosts, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the company and any third-party from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the retreat. Under no circumstances will the Company or their assigns be held liable for my injury or death or any loss or damage of my personal belongings, any hotel or travel incidentals, including any damages, resulting from my participation in Retreat. Should I require emergency medical treatment as a result of an accident or illness arising during my attendance and participation in the Retreat, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify the Company verbally and in writing if I am at any time injured prior to, during, or after the Retreat in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that the Company is not legally obligated to act on that information in any way or to providing any medical service whatsoever to me. I will make the Company aware of any pre-existing medical conditions, food allergies, or specific medications I am taking. I agree that the Company will not be held responsible for any health issues that arise from possible contraindications.
7. 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.
8. LaJoya, Modern Muse, and Nourish and Be shall not accept any responsibility for loss or damage of my personal possessions or valuables.

9. 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.

10. I agree to compensate LaJoya for any damages done to the property or fees incurred on behalf of LaJoya as a result of any of my actions as a guest.

11. I am fully responsible for settling my financial obligations to LaJoya and/or Modern Muse and Nourish and Be on the final day of the retreat.

12. 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.

13. 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: \_\_\_\_\_