

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

By agreeing to the terms and conditions listed here, I, the “Participant” wish to participate in an activity, including, but not limited to, Language classes (in-person or online), health programs, workshops, events or any other wellness, body work, exercise and healing arts activity (the “Activity”) provided by Balance: anytime, anywhere, Balance with Us or its owners, managers, agents, instructors, employees, independent contractors (collectively, “Balance”). In consideration of being permitted to participate in the Activities, I hereby acknowledge and agree to all the terms and condition set forth in here.

1. ACTIVITY AND ASSOCIATED RISKS:

1. I have voluntarily chosen to participate in the Activity and I understand that I am participating in the Activity entirely at my own risk.
2. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death.
3. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the conditions of the Activity location(s) or participation over internet in case of virtual/online/video classes and sessions.

2. ASSUMPTION OF THE RISKS:

1. I hereby freely assume all above-mentioned risks as well as any other risks that are part of this Activity and any harm, injury, or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Balance, its employees, agents and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from Balance or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.
2. I understand that it is my responsibility to consult a physician prior to and regarding my participation in the Activities. I will abstain from activities that are contraindicated by my medical condition. The responsibility for following the limitations advised by my doctor is solely mine. I will not engage in any activities which I feel may be inadvisable based on my medical history or personal judgment. I represent, for the reliance of Balance, that I am physically fit and have no medical or mental condition which would prevent my full participation in classes.

3. RELEASE OF LIABILITY:

1. I hereby RELEASE Balance, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

1. I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence.

2. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them.

3. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS:

1. I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders and instructors of the Activity.

6. INDEPENDENT CONTRACTORS:

1. I acknowledge that Balance has no control over and assumes no responsibility for the actions of any instructors and independent contractors providing any services for the Activity.

7. USE OF MY LIKENESS:

1. I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Balance and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. SEVERABILITY:

1. I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Arizona law.

2. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect.

3. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:

1. This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a court of competent jurisdiction located in Maricopa County, Arizona. and I agree to the jurisdiction and venue of those courts for any such dispute.

2. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE ENROLLING IN A CLASS. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE

APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I AGREE TO IT OF MY OWN FREE WILL.

If participant is a minor, a parent or responsible adult is required to consent to below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to agree on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.