

Flowering Journey Wellness Assumption of Risk and Release and Waiver of Liability

Participant Name: _____

Date: _____

This is a binding agreement. PLEASE READ IT CAREFULLY. By signing this Release and participating in the activities offered by Flowering Journey, LLC, you are waiving and releasing ALL claims for injuries arising out of or sustained while participating in the Activities.

The above named participant agrees as follows:

1. I wish to voluntarily participate in yoga, sound healing, and other activities or services (the “Activities”) offered by Flowering Journey, LLC d/b/a Flowering Journey Wellness (“Flowering Journey”). This Assumption of Risk and Release and Waiver of Liability (“Release”) will apply to all of the Activities that I participate in with Flowering Journey. I am agreeing to the terms of this Release in consideration of being permitted by Flowering Journey to engage in the Activities and in recognition of Flowering Journey’s reliance on my agreement hereto.

2. I am aware and understand that the Activities present a risk of injury, disability, or death. I am also aware of the contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease known as COVID or COVID-19, that such diseases may result in serious illness, injury, disability, or death. I am aware of the risk that I may be exposed to or contract COVID or another disease by participating in the Activities. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Flowering Journey employees or others, including negligent emergency response or rescue operations of any party. I understand that while Flowering Journey has implemented measures to reduce the risk of injury from the Activities and the spread of disease, Flowering Journey cannot guarantee that I will not become injured or become infected with any disease due to my participation in the Activities.

3. Notwithstanding the risks described above, I acknowledge that I am voluntarily participating in the Activities with knowledge of the risks. I agree to accept and assume all risks of injury, illness, disability, death, and/or property damage arising from my participation in the Activities, whether caused by the ordinary negligence of Flowering Journey or otherwise.

4. I expressly waive and release any and all claims, now known or hereafter known, against Flowering Journey and its owners, employees, contractors, guest teachers, successors and assigns (the “Releasees”) arising out of or attributable to my participation in the Activities, whether arising out of the ordinary negligence of any of the Releasees or otherwise. I forever release and discharge the Releasees from liability under such claims.

5. I understand and agree that this Release does not constitute any waiver of the immunities or defenses available to any of the Releasees under the Wyoming Recreation Safety Act (W.S. 1-1-122 et seq).

6. I understand that the Activities are not a substitute for medical care, examination, diagnosis, or treatment. I understand that it is my responsibility to consult with a physician prior to my participation in any of the Activities. I confirm that I am (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activities.

7. I agree that I will not participate in the Activities if I begin experiencing symptoms of Covid-19 or have come into contact in the last 14 days with a person who has been confirmed to have or suspected of having Covid-19. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the COVID-19 or any other disease that is the basis of a local, state, or national public health emergency declaration while participating in the Activities, including, without limitation, requirements related to hand sanitation, social

distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of Flowering Journey at all times during the Activities.

8. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Flowering Journey and the Releasees from any claim based on such treatment or other medical services.

9. This Release is the only and entire agreement between me and Flowering Journey with respect to the subject matter contained herein and supersedes all other understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable, such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Flowering Journey and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts in and for Albany County, Wyoming and I hereby consent to the exclusive jurisdiction of such courts.

By signing this Release, I acknowledge that I have read and understood all of the terms of this Release and that I am voluntarily giving up substantial legal rights, including the right to sue Flowering Journey.

Participant Signature: _____

If Participant is under 18 years old:

As legal guardian of the Participant, I consent to this Release.

Parent/Guardian Signature: _____