

Happy Cat Yoga Waiver & Liability Release

In consideration of my participation in a Happy Cat Yoga, LLC, class and/or associated events and activities, online or in person, (collectively referred to as "Class") and the services of Happy Cat Yoga, LLC, its agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns (collectively referred to as "HCY"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as "Participant"), hereby agree to release and discharge HCY as follows:

- 1. Waiver of Liability and Release.** Participant does hereby release and forever discharge HCY from any and all liability, claims, and causes in action, which arise or may hereafter arise or are in any way connected to Participant's involvement in a Class. Participant understands that this Agreement discharges HCY from any liability or claim that the Participant may have against HCY with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's involvement in a Class, whether caused by the negligence of HCY, or otherwise. Participant also understands that HCY does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Participant understands and acknowledges that the Activities in which Participant will voluntarily engage in at a Class bear certain known inherent Risks that contribute to the unique character of these Activities, and that HCY cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in yoga activities, hiking, golfing or other physical activities, as well as those inherent in travel, shopping, and tourist activities.

- 2. Indemnification and Hold Harmless.** Participant hereby agrees to indemnify and hold harmless HCY from any liability, claims, and causes in action, which are in any way connected to Participant's involvement in a Class, or use of HCY facilities or equipment, including any such claims which allege negligent acts or omissions of HCY. HCY is not responsible for any injury or costs associated with Participant's involvement or defense of any illegal activities during the Class.

- 3. Medical Care.** Participant does hereby release and forever discharge HCY from any liability, claims, and causes of action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's involvement in a Class.

- 4. Certification and Assumption of Risk.** Participant hereby certifies that he/she is physically fit, has trained sufficiently for participation in the Class and has not been advised otherwise by a qualified medical person. Participant agrees that HCY is not qualified to evaluate Participant or Participant's fitness for involvement in the Class. Participant must determine if he or she is sufficiently fit to participate. Participant hereby expressly and specifically assumes the risk of injury or harm in the Participant's involvement in the Class, including, but not limited to all Risks. Participant agrees that his/her involvement in the Class is purely voluntary, and Participant elects to participate in the Class in spite of the Risks.

- 5. Definitions.** "Activities" include, but are not limited to the following activities which may be provided and/or sponsored by HCY: yoga, hiking, golfing, walking, swimming, wine

tasting excursions, transportation in HCY or other vehicles, training, classes, instruction, traveling to and from the Class, and all other activities associated with the Class. "Risks" include, but are not limited to those known risks inherent to the Activities specifically listed below, vehicular travel and traffic, road and trail conditions, known and unknown health conditions or medical emergencies, allergies, sudden weather changes, rain, tides/currents, wind, hail, lightning, earthquakes, wildfires, high altitude or motion sickness, dehydration, heat stroke, snake bite, bee and other insect stings and/or bites, wild and domestic animals, swimming, tripping or falling, inaccessibility to immediate medical attention, falling rocks and trees, equipment failure, driver error, rider error, Participant error, food provided, facilities, actions of other people, and acts of God.

Risks inherent in yoga activities are dangers or conditions that are an integral part of yoga, hiking, or golfing activities, including but not limited to minor muscle strains, muscle sprains, bruises, abrasions, post-exercise muscle soreness, joint injuries, torn muscles, heat-related illnesses, broken bones, ACL injuries, back injuries, stroke, heart attack, paralysis, death, and injury or death caused by any of the following: equipment that breaks or otherwise fails, slips and falls, lack of nutrition or hydration, negligence on the part of Participant or other people around Participant, terrain, facilities, temperature, weather, earthquakes, condition, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, and teachers.

Risks inherent in other included activities are dangers or conditions that are an integral part of tourist activities, including but not limited to injury or death from slipping, falling, drowning, sudden weather/ocean/tide/current changes, actions of other people, weather, earthquakes, heatstroke, dehydration, food or alcohol poisoning or allergy, or vehicular accidents.

6. Personal Property. Participant acknowledges and agrees that he/she is responsible for his/her equipment and all personal property during the Class and that HCY is not responsible in any way for such property whether it is lost, stolen or damaged.

7. Photographic Release. Participant does hereby grant and convey unto HCY all right, title and interest in any and all photographic images, video or audio recordings made by HCY during the Class, including but not limited to royalties, proceeds, or other benefits derived. Participant authorizes HCY to use such images, words, and likenesses for marketing, on websites, in brochures or other writings and any for any other legitimate purpose.

8. Interpretation and Governing Law. This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under Wisconsin law. If any portion of this document shall be held as invalid it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of Wisconsin. Venue for any legal action shall be in the state or federal courts of Portage County or Wisconsin as applicable.

I have read and understand this Waiver & Liability Release.