



## **Fly With Grace**

# **Release and Waiver of Liability and Assumption of Risk**

## **Photo Release**

The individual named below ("I" or "me") desires to participate in utilizing Aerial Yoga/Aerial Arts/Mat Yoga equipment and Aerial Yoga/Aerial Arts/Mat Yoga instruction, either virtually or in-person, and/or Aerial Yoga/Aerial Arts/Mat Yoga facilities (the "**Activities**") provided by Fly With Grace Yoga Studio LLC, a Texas limited liability company (the "**Company**"). In consideration of being permitted by the Company to participate in Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR ANY LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.**

**I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY/AWARDED AGAINST THE COMPANY OR ANY OTHER RELEASEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITIES, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF THE COMPANY.**

I hereby 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 Company from any claim based on such treatment or other medical services.



This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their 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 Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Travis County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

I agree that If I am pregnant, become pregnant, or am post-natal while participating in the Activities, I have consulted a medical doctor about my participation in the Activities and I am participating in the Activities with my medical doctor's full approval.

I agree that if I have any pre-existing medical conditions, such as but not limited to glaucoma or high blood pressure, I have consulted with my medical doctor, and I am participating in the Activities with my medical doctor's full approval.

I understand and agree that if I feel discomfort or strain at any time, I will gently come out of the posture. I understand and agree that it is important that I listen to my body and respect its limits at all times.

If I am virtually participating in the Activities, I agree that my equipment is rigged safely and correctly by a professional for use in the Activities.



For Consideration herein acknowledged as received, and by signing this instrument (this "Photo Release"), I hereby give the Company and Assigns my permission to license the Content and to use the Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified.

I agree that I have no rights to the Content, and all rights to the Content belong to the Company and Assigns. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to the Company and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the state of Texas.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees/assignees of the Company and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "**ACTIVITIES**" means Aerial Yoga/Aerial Arts/Mat Yoga equipment and Aerial Yoga/Aerial Arts/Mat Yoga instruction, either virtually or in-person, and/or Aerial Yoga/Aerial Arts/Mat Yoga facilities of the Company. "**ASSIGNS**" means a person or any company to whom the Company has assigned or licensed rights under this Photo Release as well as the licensees of any such person or company. "**CONSIDERATION**" means the right to participate in Activities in exchange for the rights granted by me in this release. "**COMPANY**" means Fly With Grace Yoga Studio LLC, a Texas limited liability company, and its officers, directors, manager(s), employees, agents, affiliates, members, and successors photographing or recording me. "**CONTENT**" means all photographs, film, audio, or other recording, still or moving, taken of me while participating in the Activities by the Company or Assigns. "**MEDIA**" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "**PARTICIPANT**" means me and includes my appearance, likeness and voice. "**PARENT**" means the parent and/or legal guardian of the Participant. Parent and Participant are referred to together as "**I**" and "**me**" in this release, as the context dictates.

If Participant is a minor or lacks capacity in the jurisdiction of residence, Parent warrants and represents that Parent is the legal guardian of Participant, and has the full legal capacity to execute this Photo Release OF ALL RIGHTS IN PARTICIPANT'S CONTENT.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If participant is under 18:**

As a parent, or legal guardian of \_\_\_\_\_ (child's printed name), I consent to the above terms and conditions.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date