

## State of Sahaja : Registration and Waiver of Liability & Indemnity Form

\*Name: \_\_\_\_\_ \*MOBILE \_\_\_\_\_ \*DOB \_\_\_\_\_

\*Address: \_\_\_\_\_

State \_\_\_\_\_ \*Postal Code: \_\_\_\_\_ \*Email: \_\_\_\_\_

\*Facebook \_\_\_\_\_ Instagram \_\_\_\_\_

\*Emergency Contact \_\_\_\_\_ \*Emergency phone: \_\_\_\_\_

(\* denotes required fields)

Do you have any Injuries? YES / NO Are you currently taking any medication(s)? YES / NO

If YES to above, please explain: \_\_\_\_\_

I agree and confirm that the following terms and conditions undertakings apply to all yoga based classes, all movement classes, all meditations & exercise health related classes, workshops & trainings provided to me by State of Sahaja, teachers and facilitators (SOS). I agree, acknowledge and understand (please initial):

1. Recreational Services: I understand in (a) In this paragraph 1.1, Personal Injury and Recreational Services have the meanings given to them in the Australian Consumer Law and Fair Trading Act 2012 (QLD). (b) Notwithstanding anything to the contrary contained in this document, to the maximum extent permitted by law State of Sahaja: Yoga mats & Sahaja Yoga Studio (SOS) will not be liable for the death of, or Personal Injury suffered by, the Customer in relation to the supply by SOS to the Customer of Recreational Services, and the Customer releases SOS from all such liability.

2. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured I am aware that participation could, in some circumstances; result in physical injury, serious physical injury, permanent paralysis or death. I accept and assume this risk and warrant I am physically fit and able to perform the yoga exercises.

3. I am aware that if the Activity occurs outdoors, it is at my own risk and the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations.

4. I understand that If any provision of this document is void, voidable, unenforceable, illegal, prohibited or otherwise invalid, the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this document.

5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) 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 carelessness or negligence of any Released Party or anyone else.

7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: a. there may be no aid stations available for the Activity. b. if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

8. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand & agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

9. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

10. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11. I acknowledge that SOS is not liable for any indirect loss, or consequential loss, or loss of income, profits, revenue or opportunity, or loss or theft of goods, or damage to goods, or loss, theft or corruption of data or information, or the cost of replacing or repairing goods, or the cost of recovering or recompiling data or information, or any damage to reputation, in each case except for any such liability which may not be excluded by force of the Competition and Consumer Act 2010 (CCA) or similar legislative provision.

12. I understand the Limitation of liability where exclusion not available SOS's liability under any guarantee, condition or warranty implied or stipulated by the Competition and Consumer Act 2010 (CCA) or similar legislative provision which may not be excluded but may be limited in any of the following ways, is limited at SOS's option to:

- (a) in the case of goods supplied by State of Sahaja:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods; or
  - (iii) the refund of the price paid by the Customer for the goods if faulty; or
- (b) in the case of services supplied by State of Sahaja:
  - (i) the supply by SOS of the services again; or
  - (ii) the refund of the fee or other price paid by the Customer for the services.

I, \_\_\_\_\_ have fully read and understand this agreement. I am aware that by initialling and signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

SIGNATURE

DATE