

**MIND BODY BABY
LIABILITY WAIVER**

ACKNOWLEDGEMENT, ASSUMPTION OF RISK & RELEASE OF LIABILITY

Please read carefully before signing.

I request permission to participate in the pre/postnatal exercise program led, assisted, provided, or facilitated by MIND BODY BABY and its instructors. I voluntarily acknowledge that participation is expressly conditioned on my agreement to each of the terms of this document. I agree as follows:

1. I understand that participation in any exercise program, while pregnant or immediately following a pregnancy, may increase the risk of injury to myself and, if applicable, to my unborn child. I represent to MIND BODY BABY that I have consulted with my physician regarding my participation in this pre/postnatal exercise program. My physician has informed me of the risks that I may encounter and has given me permission to participate in this exercise program. I understand that I would not be accepted in this exercise program if participation was against my physician's orders.
2. I understand that the level of my participation in the exercise program and which exercises to perform must be determined by me, in consultation with my physician, and that MIND BODY BABY and its instructors are not responsible for the intensity of my participation.
3. I understand that information pertaining to labor, delivery or prenatal health offered by MIND BODY BABY and its instructors does not constitute actual medical advice. I agree to not act on any information without first consulting with my physician and/or healthcare provider.
4. I understand that it is my responsibility to inform MIND BODY BABY and its instructors of any previous medical conditions, injuries or surgeries prior to my first class. If my medical condition should change (e.g. pain, bleeding, discharge or cramps), I will discontinue the exercise program and will immediately consult with my physician about continuing or resuming participation in this or any exercise program.
5. I hereby personally assume the full risk of any injuries, damages, or loss that I may sustain as a result of participating in this pre/postnatal exercise program arising out of, connected with, or in any way led, assisted, provided, or facilitated by MIND BODY BABY and its instructors including for negligence, and the condition of equipment and premises.
6. I, my heirs or legal representatives, forever do hereby fully release and discharge MIND BODY BABY, its respective directors, subsidiaries, affiliates, agents, instructors of the exercise program and those whose facilities are being used (the "Released Parties") from any and all liability, claims, and causes of action, including negligence, for injuries or illness, damages or loss which I may have or which may accrue to me on account of participation in this pre/postnatal exercise program. This is a complete and irrevocable release and waiver of liability. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

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7. I, my heirs or legal representatives, forever further agree to indemnify, hold harmless and defend MIND BODY BABY, its instructors and the Released Parties from any and all claims resulting from injuries or illness, damages, or loss, including, but not limited to attorney's fees, sustained by me arising out of, connected with, or in any way associated with my participation in this pre/postnatal exercise program.
8. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care, and I agree that I will be responsible for payment of any and all medical services rendered.
9. I give MIND BODY BABY permission to add my email address to its email mailing list so that I may receive periodic updates on classes and events. I understand that I may unsubscribe from the email list at any time. I understand that MIND BODY BABY may still send me emails including important information such as class cancellations. MIND BODY BABY warrants that it will not share, distribute or sell my email address or contact information to any third party.
10. I give consent for MIND BODY BABY to use any photograph, video, or other media taken during these activities in MIND BODY BABY promotional materials, brochures and/or on related website(s).

YES _____ NO _____

11. Should a provision of this agreement or portion thereof be found invalid or void as against public policy by any court of competent jurisdiction, the remainder of this agreement shall nonetheless remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT. I AGREE TO BE FULLY BOUND BY ITS TERMS. I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK ANY QUESTIONS AND HAVE RECEIVED AND UNDERSTAND ALL OF THE INFORMATION WHICH WAS PROVIDED.

Name (please print) _____

Signature (parent/guardian if minor) _____

Date ____/____/____