**Lila Creations, Inc.**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

By registering for this class with my email, I (referred to as “**I**” “**Me**” or “**You”**) agree to the following. I desire to participate in classes, sessions, instruction, supervision, instructor training, dietary recommendations, and/or any other activity (the “**Activity**”) provided by Erica Kaufman, Lila Creations, Inc., Lila Yoga Studios, and/or Lila Yoga® (the “**Company**”). In consideration of access to any online yoga, wellness, and/or fitness services provided by the Company, being permitted to participate in the Activity, the intangible value that I will gain by participating in the Activity, and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “**Release**”).

1. **Assumption of Risk**
2. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company.

1. I understand that the Company cannot guarantee that I will not be injured during my participation in the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY MY OWN NEGLIGENCE, THE ORDINARY NEGLIGENCE OF THE COMPANY, OR OTHERWISE.
2. Please understand that physical exercise can be strenuous and can subject You to risk of serious injury. YOU ARE URGED TO OBTAIN A PHYSICAL EXAMINATION FROM A DOCTOR BERFORE PARTICIPATING IN ANY EXERCISE ACTIVITY.
3. **Release**
4. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officer(s), director(s), manager(s), employee(s), agent(s), affiliate(s), shareholders/members, successors, and assigns (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to my participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise.
5. 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.
6. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Pennsylvania law does not permit to be released by agreement.
7. **Representations and Covenants**
8. I confirm that I:

(i) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity.

1. **Indemnification**
2. 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 attorneys' 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 in a final judgment, arising out of or resulting from any claim of a third party related to my participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.
3. **Medical Treatment**
4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. 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.

**ACKNOWLEDGMENT**

I acknowledge that I have carefully read this “Waiver & Release” and fully understand that it is a RELEASE OF LIABILITY. By accepting these terms, I agree that if I engage in any physical exercise or activity, I do so AT MY OWN RISK. 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 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 Company 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 Pennsylvania without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

**BY REGISTERING FOR THIS CLASS, 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 THE COMPANY.**