



Participant Agreement, Waiver of Liability & Release Agreement

Please read carefully. To participate in any Mindfully FIERCE, PLLC, activity, you are required to read and agree to these terms and conditions with your written signature. Please sign this form and email it to rachel@mindfullyfierce.com before participating in any Mindfully FIERCE activity.

In consideration of my participation in a Mindfully FIERCE, PLLC, yoga, mindfulness, or self-compassion class, workshop, retreat, coaching session or other wellness activity (collectively referred to here as “Activities”) offered by Mindfully FIERCE, PLLC, and its agents, owners, volunteers, employees, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns (collectively referred to here as “Mindfully FIERCE”), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as “Participant”), hereby recognize, understand, and agree to the following:

1. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense mental and/or physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that Mindfully FIERCE reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.



2. I recognize that the Activities are not a substitute for medical or clinical mental health attention, examination, diagnosis or treatment.
3. I understand and agree that I am fully responsible for my own well-being during Activities, and subsequently, my choices and decisions.
4. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
5. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities, including those which may result from the negligence of Mindfully FIERCE.
6. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against Mindfully FIERCE that I may sustain as a result of participating in the Activities even if the Claim arises from the negligence of Mindfully FIERCE or anyone else, including other participants.
 - I agree to indemnify and hold harmless Mindfully FIERCE from any loss, cost, or liability incurred in 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 negligence of Mindfully FIERCE or anyone else.
 - "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

Mindfully FIERCE, PLLC

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7. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Mindfully FIERCE for any Claim caused by any negligence or other acts of Mindfully FIERCE.

8. This agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in North Carolina. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against Mindfully FIERCE.

Print Participant's Full Legal Name: _____

Participant Signature: _____

Parent/Guardian Signature (if Participant is under 18 years of age)

Participant Age: _____ **Date:** _____