

Metta Movement, LLC dba Chris Byrne Yoga

Release And Waiver Of Liability

By signing up for, and participating in, the Activities of the Studio, I understand and acknowledge that I hereby agree to the following:

1. I am participating in yoga classes, fitness programs, workshops, trainings, and/or other wellness, body work, therapy, exercise, meditation, breathwork, and healing arts education or activities (collectively, the “Activities”) offered by Metta Movement, LLC dba Chris Byrne Yoga (the “Studio”). The Activities may be offered in-person, or offered online by videos, television, podcasts, audio recordings, written word, software apps or other digital media or platforms. These Activities may be guided, self-guided, live, or pre-rerecorded. All of such offerings shall be considered “Activities.” The Activities may be hosted by other businesses, yoga studios, organizations such as but not limited to municipalities, universities, businesses, community organizations (collectively, the “Partners”).

2. I recognize that I must be in good physical and mental health to participate in the Activities. I understand that the Activities require physical exertion and I represent and warrant that I have no medical condition which would prevent my full participation in the Activities. I understand that it is my continuing responsibility to consult with a physician prior to and regarding my participation in the Activities. If I have consulted a physician, I have taken the physician’s advice.

3. I am aware that participation in Activities could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury, heart attack or other serious health conditions. I also understand that I could experience muscle, back, connective tissue, bone or other physical injuries while participating in Studio Activities. I understand my own limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I understand it is my continuing responsibility to inform the Studio of any previous medical conditions, injuries or surgeries prior to my first class and any future changes.

4. 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, including exposure to COVID-19 and potentially serious medical issues or death, that I might incur as a result of participating in the Activities held by the Studio, including those which may result from the negligence of the Studio.

5. I acknowledge there is a risk I may be exposed to COVID-19 if I participate in any Activities. I acknowledge that if vaccinated or not vaccinated, participation in Activities may result in exposure to COVID-19, which could result in, but not limited to, quarantine requirements, serious illness, disability, and/or death.

5a. I am aware that, if I am not vaccinated against COVID-19, over the age of 65, or have an underlying medical problem (including, but not limited to problems such as asthma, chronic kidney or lung disease, diabetes, hemoglobin disorders, immunocompromised or

with significant liver disease, heart conditions, obesity or pregnancy) (collectively, “Risk Factors”), I have an increased risk of contracting serious medical issues or potential death if I am exposed to COVID-19.

5b. I acknowledge that the Studio or its Partners are not responsible if I become exposed to COVID-19 while participating in such Activities at any physical location where Activities may be held by the Studio. I therefore assume the full risk and responsibility for any harm that may result if I am exposed to COVID-19 by participating in any such Activities.

5c. I agree, represent, and warrant that I have followed and will adhere to guidance and protocols for traveling issued by the Centers for Disease Control and Prevention, the State of Maine Department of Health & Human Services (collectively, the “Health Authorities”) for slowing the transmission of COVID-19, and that I shall not visit or utilize the facilities, services, and programs of any physical location where Studio Activities are held, within fourteen (14) days after:

- (i) returning from any areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from any areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

5d. I further agree that I shall not visit or utilize any physical location, services, and programs of the Studio where Activities are held if I:

- (i) experience any symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath,
- (ii) have a suspected or diagnosed or confirmed case of COVID-19 or
- (iii) believe that I have been exposed to COVID-19.

5e. I agree to notify the Studio immediately if I believe that I have been exposed to COVID-19, have been diagnosed as having COVID-19 or if I experience any of the symptoms of exposure to COVID-19 as described above

5f. I agree to follow all COVID-19 guidelines and rules of any physical locations where Studio Activities may be held.

6. In further consideration of being permitted to participate in the Activities (either online or in-person), I knowingly, voluntarily and expressly waive any “Claim” (as defined below) I may have against the Studio, its owners, managers, teachers, instructors, workshop presenters, employees, partner locations, vendors, independent contractors, volunteers, Partners, and staff (each, a “Released Party”) that I may sustain as a result of participating in the Activities (either online, in-person, guided or self-guided Activities) at the Studio or anywhere else that I am

participating in the Activities, even if the Claim arises from the negligence of any Released Party or anyone else.

7. I agree to indemnify and hold harmless each Released Party 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 any Released Party 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, damage to property, mental suffering and distress, illness 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 (either online or at physical locations) or exposure to COVID-19 as a result of participating in any Activity.

8. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

9. I hereby understand that the Studio from time to time may photograph, video, or otherwise record Activities occurring at the Studio and place such photographs and videos in print or electronic media, on its website or social media platforms. I hereby consent to the use of my image that may appear in any such photograph or video and waive the right to receive any payment for the Studio's use of any of the material described above.

10. I acknowledge that by signing up for, and participating in, Activities held by the Studio that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that 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 any Released Party.

11. This agreement shall be construed in accordance with, and governed by, the laws of the State of Maine.