



HUMMINGBIRD YOGA  
ACKNOWLEDGEMENT AND RELEASE

I understand and acknowledge that participating in fitness activities, including yoga, involves the risk of serious injury, including permanent disability and death. I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Hummingbird Yoga LLC and its insurers, employees, officers, and directors, including specifically, Lisa Konie, as an individual, (collectively, the "Company") will not be liable for any damages arising from personal injuries (including death) sustained by me, as a result of my engagement of the Company for fitness services, regardless of whether such injuries result, in whole or in part, from the negligence of the Company.

By executing this acknowledgement and release, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Company, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the provision of fitness services.

This is a full and general release applying not only to all such claims and rights, demands, actions and obligations which are presently unknown, unanticipated, or undisclosed to me. I waive any and all rights or benefits that I may now have, or may in the future have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

*"A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor."*

I expressly agree to indemnify and hold the Company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I represent that I have read this release, I am fully aware of its contents and of its legal effect, and I am executing this release freely, without coercion, based on my own judgment and not in reliance upon any representations or promises other than those expressly contained in this agreement. I also expressly agree to the use of electronic signatures and use by me of an electronic or digital manifestation of assent does not invalidate my release of liability.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_