Sanctuary of Power Yoga Release and Waiver of Liability

PLEASE READ THE ENTIRE WAIVER AND RELEASE BELOW ("WAIVER AND RELEASE") BEFORE ACCEPTING IT. IF YOU DO NOT AGREE TO THIS WAIVER AND RELEASE, THEN DO NOT CLICK [ACCEPT] AND PROCEED NO FURTHER.

Should you have questions regarding this Waiver and Release, we are available for consultation and would be happy to clarify any areas in advance of assenting to this Waiver and Release. If you have any questions regarding this this Waiver and Release, please contact Sanctuary of Power via email at info@sanctuaryofpower.com.

BY CLICKING THE [ACCEPT] BUTTON, I, THE PERSON INDICATED ABOVE, ACKNOWLEDGE MY ACCEPTANCE OF THIS WAIVER AND RELEASE, AND I REPRESENT AND WARRANT THAT

- I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS;
- I AM OF LEGAL AGE AND OTHERWISE LEGALLY ABLE TO ENTER INTO THIS WAIVER AND RELEASE;
- I VOLUNTARILY AND KNOWINGLY AGREE TO THE TERMS AND CONDITIONS STATED IN THIS WAIVER AND RELEASE;
- I AM AWARE THAT BY ENTERING INTO THIS WAIVER AND RELEASE, 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 (DEFINED BELOW); AND
- MY ACCEPTANCE OF THIS WAIVER AND RELEASE VIA THE MEANS PROVIDED IS A LEGALLY VALID WAY TO INDICATE YOUR AGREEMENT UNDER APPLICABLE LAW AND CONSTITUTES MY ELECTRONIC SIGNATURE TO THIS WAIVER AND RELEASE.

COPIES OF THIS WAIVER AND RELEASE ARE AVAILABLE FOR DOWNLOAD AND PRINTING BY USING CURRENT WEB BROWSER SOFTWARE AND GOING TO http://sanctuaryofpower.com/wp-content/uploads/2025/04/Liability-and-Media-Release.pdf.

I intend to participate in yoga classes, health programs, workshops and/or other wellness, bodywork, therapy, exercise, and healing arts activities (collectively, the "Activities") offered by Sanctuary of Power LLC ("Sanctuary of Power"). The Activities may be offered in a physical location, such as a studio or retreat venue, or offered online through videos, television, podcasts, apps, or other digital media or platforms. In consideration of being allowed to participate in any way in the Activities, I acknowledge, appreciate, and agree as follows:

PARTICIPATION AND MY HEALTH. 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 physical and mental exertion, and I represent and warrant that I am physically and mentally 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, medical condition or mental health issue. 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 Sanctuary of Power and its personnel reserve the right to refuse my participation in any Activity on medical, fitness, or any other grounds.

RISKS OF PARTICIPATION GENERALLY. There are risks inherent in any physical training and athletics, including yoga. I am aware that my participation in the Activities carry with it the risk of death, illness, paralysis, injury, or other adverse health effects, such as high blood pressure, fainting, heartbeat disorders, breaks, sprains, and other physical injury, heart attack, stroke, and aggravation of pre-existing injuries. These can be the result of my own or another's behavior (including negligence), the equipment or facilities, underlying health conditions, environmental factors, and accidents. I understand that I may experience muscle, back, neck, and other pain and injuries as a result of my participation in the Activities, and that as part of in-person participation I may contract communicable diseases such as MRSA, influenza, and COVID-19. 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.

ADDITIONAL RISKS WITH RETREAT PARTICIPATION. A Sanctuary of Power retreat offers the ability to encounter wildlife and nature and emotional experiences resulting from personal growth exploration. In addition to the risks described above, I acknowledge that there are risks associated with a retreat (both as a participant and as a spectator), such as those caused by terrain, facilities, temperature, natural disasters, weather, equipment, vehicular traffic, animals, and actions of other people. These risks may include the following:

- *Isolation*: A retreat may be in wilderness and natural areas which may not be regularly patrolled, communication may be difficult and rescue and medical treatment may not be available for hours.
- *Animals*: A retreat may include hiking in natural areas and encounters with wild animals like insects, snakes and predators, which may injure or kill.
- *Weather*: The weather conditions vary from retreat to retreat and may include rapid and/or extreme changes (including wind, precipitation, temperature, and humidity) presenting significant challenges.
- *Environment*: Retreat activities will include encounters with terrain, hazards, obstacles and other environmental conditions. These may include rapidly moving, deep or cold water; falling and rolling rock; lightning, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without warning. Possible injuries and illnesses include high altitude illnesses, sunburn, heatstroke, dehydration and other mild or serious conditions.
- *Food and Allergens:* Food available at the retreat may transmit foodborne pathogens, such as bacteria and viruses. Particular food products and facilities may contain allergens or traces of them. A participant may also come into contact with allergens inadvertently or otherwise. Consumption of food products or exposure to them may result in some form of allergic reaction, illness, discomfort, and digestive and other reactions.
- *Activities:* A retreat will include a variety of activities such as hiking, backpacking and climbing in a wide variety of environments including on rock; bicycling on trails and roads with a wide range of surface conditions and traffic volume; rock climbing, climbing on climbing apparatus and ropes courses, using zip-wires and rope swings; white-water rafting, river kayaking, paddle boarding, sea-kayaking and canoeing; swimming, snorkeling and surfing; fishing. All of these activities carry with them risk of injury, paralysis and death as mentioned above.

ASSUMPTION OF RISK. I KNOWINGLY AND FREELY ASSUME ALL RISKS, INJURIES OR DAMAGES, known or unknown, which I might incur as a result of participating in the Activities, even if arising from the negligence of Sanctuary of Power or its personnel, and assume full responsibility for my participation.

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION. To the fullest extent permitted by law, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, I knowingly, voluntarily, and expressly:

- RELEASE AND HOLD HARMLESS Sanctuary of Power, its owners, managers, teachers, instructors, workshop presenters, guides, employees, independent contractors, staff, volunteers, and if applicable, owners and lessors of premises used to conduct the Activities (each, a "Released Party") from and against ALL LIABILITIES, LOSSES, DAMAGES, PERSONAL INJURY, MENTAL SUFFERING, DISTRESS, ILLNESS, OR DEATH that I may sustain as a result of or in connection with the Activities, even if they arise from the negligence of the Released Parties or anyone else ("Activity Liability"); and
- WAIVE AND DISCHARGE ANY AND ALL claims, demands, suits, legal actions, and rights of actions, against the Released Parties in connection with any Activity Liability ("Claims").
- INDEMNIFY the Released Parties from any liability, damages, losses, costs and expenses, (including attorneys' fees and expenses), including any Activity Liability, in connection with 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 Released Party or anyone else.

MISCELLANEOUS. This Waiver and Release shall be construed in accordance with, and governed by, the laws of the State of Georgia and all actions, suits, claims, and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Fulton County, Georgia. In case any provision of this Waiver and Release 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.

Sanctuary of Power

Media Consent and Release

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I grant Sanctuary of Power, LLC (“Sanctuary of Power") and its representatives and assigns the irrevocable and unrestricted right to copy, modify, distribute, display, perform, publish, republish, and otherwise use any videos, recordings and photographs of me or in which I may be included, for editorial, trade, advertising and promotional materials, and any other purpose, in whole or in part, and in any manner and medium, including on the internet and as part of Sanctuary of Power’s websites and social media; without my inspection or approval and without payment or any other consideration.

I hereby release and discharge, and agree to indemnify and hold harmless Sanctuary of Power and their representatives and assigns from all claims, demands, liability, and causes of action that I have or may have by reason of this authorization or use, including claims for libel or violation of any right of publicity or privacy and including any liability by virtue of any blurring, distortion, alteration, or use in composite form or as part of compilations, whether intentional or otherwise, that may occur or be produced in their creation or processing, display, and publication. This release is binding upon me and my heirs, legal representatives, and assigns.