



YOGA CLASS ACTIVITY AGREEMENT

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.

THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I AGREE AND UNDERSTAND THAT YOGA CLASSES ARE PHYSICALLY DEMANDING AND POTENTIALLY HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES"). I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITIES. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES.

I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

WARNING: The Activities are physically demanding and involve potentially hazardous exercises or movements with inherent and other risks. The risks include but are not limited to:

- Being injured by exercise equipment or other devices used in the Activities
- Slips and falls while exercising or otherwise moving on potentially slippery surfaces
- Straining, tearing, or otherwise injuring muscles or other body parts
- Failure to have or maintain the appropriate mobility and/or fitness level required for such Activities

I agree and understand that the Activities include stretching, exercises, and other movements that can be dangerous. I also attest and agree that the participant has no physical or medical condition that to my knowledge would endanger the participant or others while participating in these Activities, or would interfere with the participant's ability to participate. I attest that the participant is in sound physical condition and that such activities are not restricted by a doctor.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which the participant may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in the Activities and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District of the Commonwealth of Pennsylvania. In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable. This release shall be binding to the fullest extent permitted by law.

If the participant is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The competition participant voluntarily assumes the risk of injury while participating in these Activities. If you do not agree to assume the risk, please do not use Bear Creek's facilities and do not participate in these Activities.

Participant's Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail: _____

Emergency Contact: _____ Phone: _____