

SOUK STUDENT LIABILITY WAIVER

By participating in in-person yoga classes, online or recorded yoga classes, series, lectures, events, and/or workshops (whether singular or plural, hereinafter referred to as the “Activities”), conducted by Souk LLC (hereinafter referred to as SOUK), I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

I hereby certify that I am in good physical health and do not suffer from any injury or medical condition that would limit my participation in the Activities and I understand that it is my responsibility to consult with my physician to receive approval to participate in the Activities. I take full responsibility not to exceed my personal physical abilities in the practice of the Activities.

I am aware and understand that, for safety reasons, in-person use of any props (including, but not limited to, ropes, chairs, blocks, bolsters and trestles) (collectively, “Props”), and use of the yoga studios on SOUK’s premises by in-person participants are not allowed outside of the Activities set forth in this agreement (this “Agreement”) and the SOUK Student COVID-19 Policy and Guidelines.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES CAN BE DANGEROUS AND CAN INVOLVE INHERENT RISKS OF SERIOUS HARM, INCLUDING, BUT NOT LIMITED TO, INJURIES (INCLUDING DEATH) AND ILLNESSES (COLLECTIVELY, “HARMS”). I ACKNOWLEDGE THAT ANY HARMS I MAY SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT OR EMERGENCY RESPONSE OR RESCUE OPERATIONS OR OTHERWISE OF THE RELEASEES (AS DEFINED HEREIN). I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE POTENTIAL DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF HARMS, WHETHER CAUSED BY THE NEGLIGENCE OR RESPONSE OF THE RELEASEES OR OTHERWISE, EXCEPT TO THE EXTENT CAUSED BY ANY OF THE RELEASEES’ GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

I am aware and understand that the Classes and Methods (including Yoga but not limited to Yoga) taught during the Activities may involve physical adjustments (through the medium of Props and/or hands-on physical adjustments) and that I may request not to receive such physical adjustments during the Activities at any time. When receiving an adjustment, I acknowledge that it is my responsibility to inform the instructor when it has gone as far as I want or can handle at that time.

I am aware and understand that while SOUK does provide lockers that I am solely responsible for any personal items brought on SOUK’s premises (in the case of in-person Activities) and any personal items in my possession (in the case of online or recorded Activities). SOUK is not responsible for, and assumes no liability arising from, theft of, damage to, or loss of, any personal item.

To the maximum extent permitted by law, I (on behalf of myself and my heirs, successors-in-interest and assigns) hereby fully and forever waive, release, discharge and agree to hold harmless SOUK, its officers, directors/managers, employees, teachers, agents, affiliates, members, successors, and assigns (collectively, the “Releasees”) from and against any and all losses, claims, actions, damages, liabilities and expenses of whatever kind of nature, either in law or equity, that arise or may arise hereafter from, my participation in the Activities (“Claims”), including, but not limited to, the use of any of SOUK facilities or equipment, my presence on SOUK’s premises, or my participation in SOUK’s online or recorded yoga classes, whether arising out of the negligence or response of any Releasee or otherwise, except to the extent any such Claim is caused by any of the Releasees’ gross negligence or willful misconduct.

To the maximum extent permitted by law, I covenant not to make or bring any such Claim against any Releasee, and forever release and discharge the Releasees from all liability related to my participation in the Activities, in each case, except to the extent any such Claim is caused by any of the Releasees' gross negligence or willful misconduct. I understand and acknowledge that this release discharges the Releasees from any Claim that I may have against the Releasees for property, Harms or other damages arising out of or resulting from the acts or omission of any person or entity or my activities as a participant in the Activities, in each case, except to the extent any such Claim is caused by any of the Releasees' gross negligence or willful misconduct.

I understand that this Agreement will be binding for the duration of my involvement with the Activities. I understand that this Agreement expresses the final agreement between SOUK and me, and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. If any term or provision of this Agreement is held invalid, illegal or unenforceable, the other provisions will remain enforceable, and the invalid, illegal or unenforceable provision will be considered modified so that it is valid and enforceable to the full extent permitted by law. This Agreement is binding on and shall inure to the benefit of SOUK and me and our respective successors and assigns. I represent that I have made no modifications to this form since receiving it from SOUK and that any modifications shall be considered invalid. All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the U.S. Federal or New York State courts located in the Borough of Manhattan in the City of New York, New York and I hereby consent to the exclusive jurisdiction of such courts. I acknowledge and agree that each of the Releasees is an express third-party beneficiary of the releases and covenants contained in this Agreement and each Releasee is entitled to enforce rights under this Agreement to the same extent that it could enforce such rights if it were a party hereto.

Name

Signature

Date