



ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

I, the undersigned (“Participant”), hereby agree to the following provisions of this Assumption of Risk and Waiver and Release of Liability (the “Waiver”):

1. I am participating in yoga, meditation, mindfulness, and/or wellness classes, programs, parties, events, retreats, workshops, and/or activities (each one an “Activity” and collectively, the “Activities”) offered by Optimistic Elephant LLC (the “Company”) at the Company’s studio and premises located at 237 S. Lulu, Wichita, Kansas 67211 (the “Studio”) or at an offsite location (an “Offsite Venue”).

2. I understand that: (a) participation in the Activities involves, but is not limited to, stretching, breathing, yoga postures, strengthening, and toning; (b) the Activities require physical and mental exertion, and I represent and warrant that I am in good physical and mental health and condition to participate and I have no medical condition that would prevent my participation in the Activities; (c) it is my responsibility to consult with a physician prior to and regarding my participation in the Activities, and if I have consulted a physician, I have taken his or her advice; (d) none of the Activities is a substitute for medical attention, diagnosis, or treatment; (e) participation could, in some circumstances, result in physical or mental injury, including disability, paralysis, or death; (f) it is my continuing responsibility to inform the Company and the teacher of any previous medical conditions, injuries, or surgeries and any future changes to my medical condition; (g) I understand my physical limitations and am sufficiently self-aware to slow or stop physical activity before I become ill or injured; (h) I hereby consent to receive medical treatment, if necessary, during any Activity, and I agree to be financially responsible for any such treatment; and (i) the Company reserves the right in its absolute discretion to refuse my participation in any Activity on medical or fitness grounds.

3. In consideration of being permitted to participate in the Activities, I, for myself and my children, unborn children, parents, spouse, heirs, next of kin, beneficiaries, trustees, administrators, executors, legal representatives, successors and/or assigns (collectively, “Heirs”), hereby knowingly, voluntarily and expressly: (a) agree to assume full responsibility for any risks, injuries, or damages, known or unknown, that might result from my participating in the Activities at the Studio or Offsite Venue or in connection with my use of the Studio; (b) waive and release any “Claim” (as defined below) I may have now or in the future against the Company and/or its owners, officers, directors, managers, members, instructors, teachers, employees, volunteers, agents, representatives, landlords, and/or independent contractors (each, a “Released Party”), even if the Claim arises from the alleged or actual carelessness or negligence of any Released Party or anyone else; (c) discharge from liability and agree not to sue each Released Party for any Claim, even if the Claim arises from the alleged or actual carelessness or negligence of any Released Party or anyone else; and (d) agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by me or anyone on my behalf, even if the Claim arises from the alleged or actual carelessness or negligence of any Released Party or anyone else. “Claim” includes but is not limited to any and all claims, demands, liabilities, causes of action, suits, or proceedings arising out of death, disability, personal injury, mental suffering or distress, property theft or damage, damages, lost wages, expenses, fees, attorney fees, or any other injury that I may suffer in connection with my participation in one or more of the Activities at the Studio or Offsite Venue or in connection with my use of the Studio.

4. I hereby understand that the Company from time to time may photograph or videotape classes or events occurring at the Studio or Offsite Venue and place such photographs and videos on its website and social media. I hereby consent to the use of my image that may appear in any such photograph or video.

5. This Waiver shall be construed in accordance with, and governed by, the laws of the State of Kansas, and shall be construed broadly to provide a waiver and release to the maximum extent possible under Kansas law. I agree that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I acknowledge that I have carefully read this Waiver and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this Waiver, I am giving up substantial rights, including my right to sue and seek damages and other legal rights that my Heirs and I may have against any Released Party.

Signature of Participant: _____ Date: _____

Printed Name: _____

If Participant is younger than 18 years of age, then as parent or legal guardian of Participant, I consent to the above Waiver.

Signature of Parent/Guardian: _____ Date: _____

**ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY
RELATING TO COVID-19**

I, the undersigned participant ("Participant"), hereby agree to the following provisions of this Assumption of Risk and Waiver of Liability Relating to COVID-19 (the "Waiver"):

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 can be extremely contagious. The state of medical knowledge is continuously evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even through the air. People can be infected and show no symptoms and therefore spread the disease. There is no known treatment, cure, or vaccine for COVID-19 that has been shown to be 100% effective. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

2. Optimistic Elephant LLC (the "Company") cannot prevent you or anyone else from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Company's services and/or its studio and premises located at 237 S. Lulu Ave., Wichita, Kansas 67211 (the "Premises"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Company's services and/or enter onto the Premises, you may be exposing yourself to, and/or increasing your risk of, contracting or spreading COVID-19.

3. I have read and understood the above warnings concerning COVID-19. I hereby choose to accept the risk of being exposed to, contracting, and/or spreading COVID-19 for myself and my children, unborn children, parents, spouse, heirs, next of kin, beneficiaries, trustees, administrators, executors, legal representatives, successors and/or assigns (collectively, "Heirs") in order to utilize the Company's services and/or enter the Premises. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Company's services and the Premises in person rather than via virtual means.

4. I, for myself and my Heirs, hereby forever release and waive my right to bring suit against the Company and/or its owners, officers, directors, managers, members, instructors, teachers, employees, volunteers, agents, representatives, landlords, and/or independent contractors (each, a "Released Party") in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Company's services and/or the Premises.

5. This Waiver shall be construed in accordance with, and governed by, the laws of the State of Kansas, and shall be construed broadly to provide a waiver and release to the maximum extent possible under Kansas law. I agree that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I acknowledge that I have carefully read this Waiver and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this Waiver, I am giving up substantial rights, including my right to sue and seek damages and other legal rights that my Heirs and I may have against any Released Party.

Signature of Participant: _____ Date: _____

Printed Name: _____

If Participant is younger than 18 years of age, then as legal guardian of Participant, I acknowledge and consent to this Waiver.

Signature of Parent/Guardian: _____ Date: _____