



Participation Release & Waiver

Revision date: November 23, 2021

The following named individual (“I”, “me”, “you”, “your” etc.) wishes to participate in the activities listed below, provided by the Kripalu Center for Yoga & Health, a nonprofit educational organization pursuant to Section 501(c)(3) of the Internal Revenue Code and a corporation organized under the laws of Pennsylvania, with corporate offices located at 57 Interlaken Road, Stockbridge, Massachusetts, 01262 (“Kripalu”, “we” etc.). This Agreement applies to activities you may participate in while a guest at the Kripalu Center, or at another location. As lawful consideration for your participation in the activities, and if applicable, your stay at the Kripalu Center, you agree to all the terms and conditions set forth in this agreement (this “Agreement”).

Participant/Guest Name: _____

Please print

Kripalu Center Guest Responsibilities

In registering to be a guest at the Kripalu Center in Stockbridge (“Kripalu Center”), I agree to support Kripalu’s retreat environment and contribute to a safe, respectful, and positive experience for everyone in-house during my stay.

Social Media, Photography & Videos

Kripalu does not allow programs or other presentations to be recorded or photographed by our guests.

Kripalu recognizes that some guests wish to memorialize their experiences at the Kripalu Center with photographs, videos, and audio recordings, and may want to post those recordings on various social media sites, such as Facebook, YouTube, Instagram and Twitter. Other than during programs or while in a program room, Kripalu permits limited recording and posting, but asks all guests to be mindful and respectful of the privacy and wishes of other guests and the Kripalu staff.

Activities

As a guest, I have the opportunity to take part in a range of activities designed to enhance my health and well-being. These include activities specific to the program I am taking, as well as general activities outside my program, offered to all Kripalu guests. These activities include yoga and dance classes; exercise and conditioning classes; strength training; massage and bodywork; share circles and other personal growth experiences; relaxation and meditation instruction; lectures on various topics that often include a participatory component; spa activities such as whirlpool and sauna; and outdoor recreation and fitness pursuits, such as swimming, bicycling, hiking (overnight or otherwise), kayaking, paddle boarding, and winter sports (each an “Activity” and collectively “Activities” for purposes of this Agreement).

Allergies

In addition, I assume full responsibility for knowing about food products, chemicals or other substances to which I may be sensitive or allergic (or if signed by a parent or legal guardian, to which the adolescent in your care may be sensitive or allergic).

Acknowledgement: Release of Liability & Waiver

I RECOGNIZE THAT THESE ACTIVITIES AND OTHER ACTIVITIES OF THIS NATURE INVOLVE AN ELEMENT OF PHYSICAL, EMOTIONAL, AND PSYCHOLOGICAL RISK, INCLUDING SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I UNDERSTAND EACH PERSON’S LEVEL OF PHYSICAL AND PSYCHOLOGICAL FITNESS IS DIFFERENT, AND THAT SOME ACTIVITIES MAY NOT BE APPROPRIATE FOR ME GIVEN MY INDIVIDUAL CAPACITIES. I ACCEPT THE NEED TO MONITOR MY OWN PARTICIPATION, KNOWING THAT EACH ACTIVITY, AND EACH EXERCISE WITHIN ANY GIVEN ACTIVITY, IS OPTIONAL. IT IS FINE FOR ME TO SIT OUT AN ACTIVITY OR EXERCISE, OR LET MY INSTRUCTOR KNOW THAT I AM CHOOSING NOT TO PARTICIPATE. I ALSO UNDERSTAND THAT I MAY ASK FOR HELP AT ANY TIME. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF KRIPALU. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF KRIPALU OR OTHERWISE.

After being informed of the above risks and responsibilities, I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Kripalu, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, “Releasees”), arising out of or attributable to my participation in the Activities, whether arising out of the negligence of Kripalu or any Releasees or otherwise. I covenant not to make or bring any such claim against Kripalu or any other Releasee, and forever release and discharge Kripalu and all other Releasees from liability under such claims.

In addition, I agree to accept full responsibility for the security of my personal belongings, as Kripalu is not responsible for lost, missing, or stolen items.



Kripalu Promotional and Livestreaming Efforts

From time to time, Kripalu takes photographs and makes audio and video recordings of guests as part of its educational, marketing and other activities. I can tell Kripalu staff that I do not want to participate, or I may move to a place in the room that is not being photographed or recorded. Subject to the foregoing, by participating in your programs (excluding Healing Arts sessions), I consent to your use of my voice, image and likeness, etc. (“**Appearance**”) as recorded by Kripalu (audio, video, etc.), and grant Kripalu the right to use my Appearance without review, permission or compensation in perpetuity, in any manner, place, time or media that promotes Kripalu and for Kripalu’s reasonable purposes. The recordings themselves will constitute Kripalu intellectual property. My consent to the use of my Appearance in any media includes any media that exists now (such as broadcast, streaming, etc.) or that may be developed later. In addition, except for participants in our Healing Arts sessions, our third-party providers—such as Zoom—may also record programs for their or our archival purposes. You shall not hold Kripalu responsible for any liability resulting from the lawful use of your Appearance in accordance with the terms of this section, or the recording activities described hereunder.

Privacy and Information Sharing Notice

Your personal information is governed by the terms of the Kripalu Privacy Policy, available at <https://kripalu.org/privacy>.

Miscellaneous

This Agreement constitutes the sole and entire agreement of Kripalu and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Kripalu and me and each of our respective successors and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Berkshire County, Massachusetts, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE KRIPALU UNDER CERTAIN CIRCUMSTANCES.

Signature

Date

(Printed Name of Participant/Guest)

IF YOU ARE UNDER THE AGE OF 18, THIS AGREEMENT MUST BE SIGNED BY YOUR PARENT OR LEGAL GUARDIAN.

If applicable, I am the parent or legal guardian of the minor named above. I hereby covenant to Kripalu that I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signature

Date

(Printed Name of Parent or Legal Guardian)