CaliFlo Yoga Collective

WAIVER AND RELEASE OF LIABILITY
In consideration of the risk of injury while participating in CaliFlo Yoga Collective classes (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge CaliFlo Yoga, LLC., located at 1212-1 North Monroe Street, Tallahassee, Florida 32303, and 678 Industrial Dr. Tallahassee, Florida 32310 their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. By stepping into the public and into Califlo specifically you acknowledge that you may be exposed to COVID-19 and hereby agree to waive and release liability of Califlo from such exposure.
I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.
I agree to indemnify and hold harmless CaliFlo Yoga, LLC. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If CaliFlo Yoga, LLC. incurs any of these types of expenses, I agree to reimburse CaliFlo Yoga, LLC..
I acknowledge that CaliFlo Yoga, LLC. and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of CaliFlo Yoga, LLC..
I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.
I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CaliFlo Yoga, LLC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CaliFlo Yoga, LLC. FOR PERSONAL INJURY OR PROPERTY DAMAGE.
To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of CaliFlo Yoga, LLC., its agents, and employees.
In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.
In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.
This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and CaliFlo Yoga, LLC. agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.
In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
In the event of an emergency, please contact the following person(s) in the order presented:
Emergency Contact Contact Relationship Contact Telephone
I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.
Participant's Name: Participant's Address:
Signature: Date:

MILK AND HONEY ACRES EVENT PARTICIPANT RELEASE OF LIABILITY

GOOD PHYSICAL HEALTH:
I represent and warrant that I am in good physical and mental health and do not suffer from any
medical condition which would limit my participation in the classes offered by Milk and Honey
Acres, LLC. I understand that it is my responsibility to consult with a physician prior to and
regarding my participation in any of the yoga classes, programs, or workshops. I understand
the risks associated with the activities offered by Milk and Honey Acres, LLC and I agree to
follow all instructions so that I may safely participate in classes, workshops, or other activities.
It is my responsibility to know my own limitations and use common sense for myself and/or my
child. It is also my responsibility to inform the instructor of my limitations before class begins.
LIABILITY:
I hereby WAIVE AND RELEASE Milk and Honey Acres LLC, its owners, officers, employees,
and instructors from any claim, demand, cause of action of any kind resulting from or related to
my participation in the programs offered at the facility. In taking part in the Goat Yoga classes,
Llama Yoga classes, workshops, or other activities at Milk and Honey Acres LLC. I understand
and acknowledge that I am fully responsible for any and all risks, injuries, or damages, known
or unknown, which might occur as a result of my participation to me, my clothing, minor
children, or my property. I am aware that these are Goats and/or llamas, and although sweet
and docile, they are still animals. I understand that there is no retirement age for a yoga goat;
they can weigh up to 80 lbs. they poop and pee, they have hooves, horns, and teeth that can
scratch, buck, bruise, rip, cut, nibble, etc. I am aware that I may get any sized goat jumping on
me at any given moment. I understand that llamas have hooves and teeth that can scratch,
buck, bruise, rip, cut, nibble, etc. All of this applies to any and all animals that may be in or
around Milk and Honey Acres LLC, including but not limited to, llamas, donkeys, goats, and
honeybees.
PHOTOGRAPHY:
I understand that Milk and Honey Acres LLC may from time to time take photographs and
videos of Goat Yoga classes to post on their website, social media, and/or advertising. I
hereby grant permission for my image to be used for this purpose. I further understand, that
Milk and Honey Acres LLC is not responsible for the use of photographs and videos taken by
other participants and bystanders that may contain my image. \*\*If I do not consent, I will inform
any and all photographers taking my picture during class.\*\*
COMPLIANCE:
I have read this Release of Liability, fully understand its terms, understand that I have given up
substantial rights by signing it, either for myself or for persons under the age of 18 to whom I
am a parent or legal guardian, and sign it freely and voluntarily without any inducement.

PARENT / GUARDIAN WAIVER FOR MINORS
In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:
I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.
Parent / Guardian Name: Relationship to Minor:
Signature: Date: