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## JOGA Participation Acknowledgement, Release and Waiver Form

Date: \_\_\_\_\_

In consideration of the opportunity to participate in JOGA (the "Program"), I, \_\_\_\_\_ (*please print*), for myself and my heirs, personal representatives, estate, insurers and assigns, hereby irrevocably and unconditionally:

1. represent and warrant that I am over the age of 18 years of age, in good health and physical condition, and acknowledge and understand that participation in and attendance at the Program involves certain risks and dangers of personal and bodily injury. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks;
2. fully and forever release, discharge and indemnify The JOGA Company Ltd., its affiliates, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Program staff, trainers and ambassadors (collectively, the "Released Parties") of and from any and all causes of action, lawsuits, losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, sums, costs, expenses (including legal fees), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in the Program;
3. agree not to initiate any lawsuit, court action or other legal proceeding against any of the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, whether by negligence or otherwise, in connection with my participation in the Program, and I waive any right I may have to do so;
4. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in the Program. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses for any illness, accident, or injury sustained in connection with the Program;
5. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release and Waiver supersedes any oral or written statements made by or to me in connection with the Program. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason; and
6. agree that this document is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

**I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**