

In order to provide the information and resources you need, please fill out the questionnaire below.

General Information		
Last Name	First Name	Today's Date
Address – Number and Street		
City	State	Zip-code
Home Phone ()	Mobile Phone ()	Work Phone ()
Email Address	Occupation	
Birthdate	Age	
Referral Information		
Where did you hear about us?		
<input type="checkbox"/> Friend/Member _____	<input type="checkbox"/> Advertisement _____	
<input type="checkbox"/> Other _____	<input type="checkbox"/> Website _____	
Emergency Contact Information		
Name	Relation	Main Phone ()
Medical History		
Please explain any medical conditions, problems or accidents you have or have had:		
Payment Information		
<input type="checkbox"/> Cash <input type="checkbox"/> Check		
Name as it appears on Cash/Check	Today's Date	
Check #		
See back side of this form for waiver of liability & signature request		

Waiver of Liability

The "Primary Participant" an adult who hereby represents and warrants that he/she has the authority and capacity to enter into this Agreement, to release and indemnify MindBodyZone, LLC (herein collectively known as "MindBodyZone"), its partners, shareholders and members (and all persons and entities affiliated with such partners, shareholders and members), instructors, employees, and agents (herein collectively the "Released Parties" or the "Indemnities," as the case may be) as set forth below. The Primary Participant wishes to participate in Yoga, Pilates and/or Wellness activities and exercises at MindBodyZone (the "Property") and/or, from time to time take part in other off-Property MindBodyZone-sponsored workshops or activities. The Primary Participant has or wishes to participate in Yoga, Pilates and/or Wellness activities in whatever capacity applicable, including, but not limited to, stretching, exercising, and balancing ("Yoga, Pilates and/or Wellness Activities").

THIS RELEASE AND INDEMNIFICATION AGREEMENT (sometimes referred to herein as the "Release"), is entered into by the undersigned in favor of the Released Parties and other persons or entities affiliated with any of the Released Parties. In consideration of my being permitted by one or more of the Released Parties to participate in Yoga, Pilates and/or Wellness Activities at the Property, I acknowledge and agree as follows:

1. **ASSUMPTION OF RISK** . I HEREBY AGREE THAT I AM AWARE THAT PARTICIPATION IN A SPORT OR PHYSICAL EXERCISE INCLUDING YOGA, PILATES AND WELLNESS ACTIVITIES MAY RESULT IN ACCIDENT OR INJURY AND I ASSUME THE RISK CONNECTED WITH THE PARTICIPATION IN A SPORT OR EXERCISE. I WARRANT THAT I AM IN GOOD HEALTH AND THAT I SUFFER FROM NO PHYSICAL IMPAIRMENT, WHICH WOULD LIMIT MY USE OF MINDBODYZONE. I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY ARISING FROM YOGA, PILATES AND WELLNESS ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I ACKNOWLEDGE THAT MINDBODYZONE HAS NOT AND WILL NOT RENDER ANY MEDICAL SERVICES INCLUDING MEDICAL DIAGNOSIS OF MY PHYSICAL CONDITION. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO HAVE BEEN EXAMINED BY A LICENSED PHYSICIAN WITHIN THE PAST SIX (6) MONTHS WHO HAS FOUND ME TO BE IN GOOD HEALTH AND FULLY ABLE TO PERFORM ALL YOGA, PILATES AND/OR WELLNESS ACTIVITIES WHICH I AM TO LEARN AND PERFORM AT MINDBODYZONE.

PLEASE LIST ANY PHYSICAL INJURIES, MEDICAL CONDITIONS OR OTHER LIMITATIONS: _____

2. **PERSONAL PROPERTY**. I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property, I will do so at my own risk and that none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), theft, or injury resulting from the personal property.

3. **RELEASE**. On behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based upon my bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in Yoga, Pilates, and/or Wellness Activities, whether caused by the negligence of any Released Parties or otherwise.

4. **INDEMNIFICATION**. I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, lawsuits, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorney fees) arising from or in connection with the injury, illness, or death of myself or any person whom I bring or invite to the Property, or the damage, destruction, or loss of my of his/her personal property.

5. **REPRESENTATION AND WARRANTIES**. I represent and warrant that (a) I HAVE READ THIS RELEASE AND INDEMNIFICATION AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND PROVISIONS; (b) I am 18 years of age or older, and legally competent to enter into this Release; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release; and (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE THERETO, AND AS A WAIVER AND RELEASE OF LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

6. **SEVERABILITY**. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

7. **ATTORNEY FEES**. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of all costs and expenses incurred, including, without limitation, court costs, reasonable attorney fees, expert costs, and disbursements.

8. **CHOICE OF LAW**. This agreement shall be governed and construed under the laws of the State of California. Any court action shall be adjudicated in ALAMEDA COUNTY.

9. **ENTIRE AGREEMENT**. This agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

10. **ADDITIONAL SERVICES**. The uses of services are not included in the price of the Membership unless marked "yes" in the provided box(s). An additional fee MUST be paid for use of additional services. MindBodyZone may change the fee for these services from time to time without notice. There will be no refunds on services not used and services cannot be transferred or sold to a non-member.

11. **ACKNOWLEDGMENT**. I acknowledge that MindBodyZone has the right to refuse service to anyone, including me, for any reason. I also acknowledge that MindBodyZone does not give any refunds, exchanges, extensions or transfers on any membership agreement.

Primary Participant (Please Print)	
Primary Participant Signature	Today's Date