**Blue Butterfly**

**1740 East Lancaster Avenue**

**Paoli, Pennsylvania 19301**

**484-996-3100**

**Liability Waiver**

I represent and agree as follows:

1. I have been examined by a licensed physician within the past six months and have been found by such physician to be in good physical health and fully able to perform all exercises which I am to learn and perform during my enrollment with Blue Butterfly.

2. I will faithfully follow all instructions given by Blue Butterfly and its teachers as to when, where, and how to perform and not to perform Yoga, Pilates and movement exercises, it being understood that any deviation from such instructions shall be at my own risk.

3. I understand that my Yoga, Pilates and movement classes will be approximately 45 to 90 minutes in duration that I will be engaging in strenuous physical exercises in a room heated to an average temperature of 105 degrees Fahrenheit and an average of 40% humidity. I further understand that these exercises will include, but not be limited to standing, kneeling, bending, and laying prone in static and dynamic postures, and that I will be stretching and compressing all portions of my body including but not limited to skin, muscle, joints, bones, tendons, ligaments, nerves and blood vessels. I understand that I am responsible to practice Yoga and Pilates in a safe manner and that I am responsible to self-monitor my condition at all times. I understand that participation in Yoga and Pilates can place me at risk for death or temporary or permanent injury, including but not limited to musculoskeletal injury, cardiac injury, neural injury, stroke, heart attack, or embolism.

I agree to assume all risks attendant to my participation in Yoga and Pilates and movement classes. I will not hold Blue Butterfly, located at 1740 East Lancaster Avenue, Paoli, PA 19301, its officers, directors, shareholders, partners, instructors, or employees responsible for any injuries suffered by me caused whole or in part by my failure to faithfully follow instructions of Blue Butterfly or its teachers or by any physical impairment of mine not fully disclosed to Blue Butterfly in writing.

Further, I agree to defend, indemnify and hold Blue Butterfly and its directors, officers, instructors, and employees harmless from and against any and all actions, suits, claims, demands, causes of action, proceedings, losses, costs, expenses including, without limitation, all attorney fees and disbursements, damages, liability and fines or penalties, in any way arising out of, or relating to, connected with directly or indirectly, my presence upon or use of the Blue Butterfly premises and/or participation of any classes or activities connected therewith, including Yoga, Pilates and movement classes, regardless of whether there is active or passive negligence or fault on the part of Blue Butterfly, its directors, officers, instructors, or employees.

4. I understand and acknowledge that I am to receive instruction in Yoga, Pilates theory and exercises only, and I will not hold Blue Butterfly, its partners, instructors or employees to any higher standard of care than that applicable to school of Yoga, Pilates theory and exercises.

5. The payment made for services is non-refundable; such refunds if any, as are made shall be entirely within the discretions of Blue Butterfly.

6. I am entitled to a copy of this contract at the time I sign it. I may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If I choose to cancel this contract, I must either: 1. Send a signed and dated written notice of cancellation by certified mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to: Blue Butterfly at its address noted at the top of this contract. If I cancel this contract within the three- day period, I am entitled to a full refund of my money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by Blue Butterfly. ‘Operating day' means any calendar day on which patrons may inspect and use the Blue Butterfly’s facilities and services during a period of at least eight hours.

7. In the event of my death, permanent disability, or relocation of my permanent residence to a location more than 25 miles from Blue Butterfly, this contract is subject to cancellation by notice sent by certified mail, return receipt requested, or personally delivered to Blue Butterfly at its address noted at the top of this contract.

8. If I am a member of the United States military, including a member of the National Guard or a reserve unit, and serving on federal active duty and deployed outside this State, I may cancel this contract. The request for cancellation or suspension must be made by me or my lawfully designated representative must include a copy of my official military orders or a written verification from my commanding officer and must be made within ninety days after I receive notice of serving on federal active duty and deployment outside this State. If the contract is suspended under this subsection, Blue Butterfly shall not charge any fees to reinstate the contract and shall maintain the original payment obligations set forth in the original contract. A contract that is suspended under this subsection is subject to cancellation two years after the date of suspension if you fail to reinstate the contract.

9. In the event of my cancellation under terms 7 or 8, Blue Butterfly may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five percent of the total contract price.

10. Blue Butterfly retains sole discretion to schedule Yoga, Pilates classes and teachers, and any change(s) in such schedule or teachers are neither grounds for termination of this contract nor for refund in whole or in part.

11. Blue Butterfly maintains a code of etiquette that all students are required to abide.

12. I may not assign this contract.

13. The terms of this contract apply without regard to whether my class package is a single class, multi-class card, monthly, or annual membership, and shall remain in full force and effect through any renewal periods.

14. This contract is subject to Pennsylvania law and I agree that any disputes arising here from shall be heard in Chester County. In the event of any court action brought by me or on my behalf, I waive any claims to court costs or attorney’s fees. I acknowledge that I have read, understood, and agree to all of the terms of this agreement and that I have been provided a copy of this agreement.

**COVID-19 - Assumption of Risk, Waiver of Liability, and Indemnity Agreement**

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement (“Agreement”) affects any rights that you or other interested parties may have if you are injured or otherwise suffer a loss, damage, or injury, including death, while you are in, upon, or about any Blue Butterfly location.

I acknowledge that the novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including Pennsylvania. In accordance with the most recent guidance and protocols issued by the World Health Organization (“WHO”), the Centers for Disease Control and Prevention (“CDC”), and other federal, state, and local health agencies, for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, and classes of Blue Butterfly within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from highly impacted areas subject to a CDC Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the countries listed. I agree to check the CDC Travel Health Notices List (https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html) prior to utilizing the facilities, services, and classes of Blue Butterfly.

I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, or classes of Blue Butterfly if I (i) experience symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19. I agree to notify Blue Butterfly immediately if I believe that any of the foregoing access/use restrictions may apply.

Blue Butterfly has taken certain steps to implement recommended guidance and protocols issued by the public health agencies for slowing the transmission of COVID-19, including without limitation, the access/use restrictions set forth above. I acknowledge and agree that Blue Butterfly may revise its procedures at any time based on updated recommended guidance and protocols issued by public health agencies and further agree to comply with Blue Butterfly’s revised procedures prior to utilizing the facilities, services, and classes of Blue Butterfly.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and fully understand and appreciate both the known and potential dangers of utilizing the facilities, services, and classes of Blue Butterfly. I acknowledge that use thereof may, despite Blue Butterfly’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I voluntarily agree to assume the risk that I may be exposed to or infected by COVID-19 by attending Blue Butterfly and understand that the risk of becoming exposed to or infected by COVID-19 at Blue Butterfly may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Blue Butterfly employees and participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind that I may experience or incur in connection with my attendance at Blue Butterfly or participation in Blue Butterfly classes. 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.

I hereby remise, release, forever discharge, covenant not to sue, and agree to indemnify and hold harmless Blue Butterfly and all of their officers, directors, employees, and agents, and their heirs, assigns, executors, and administrators (collectively, the “Released Parties”) from all liability, actions, causes of action, claims, and demands whatsoever, whether or not well founded in fact or law, arising out of or related to any loss, damage, or injury, including death, that occurs as a result of my attendance at Blue Butterfly and participation in Blue Butterfly classes, whether such loss, damage, or injury is caused by my negligence, the negligence of the Released Parties or any of their agents, the negligence of a third party, or any other cause. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Blue Butterfly, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Blue Butterfly class.

In addition, if any loss, damage, or injury, including death, occurs to or related to me, and the Released Parties are subsequently subject to any claims or allegations, whether they proceed to a final decision maker or not, by me or any other individual who can bring claims for and on behalf of me, I agree to indemnify the Released Parties from any and all damages incurred, including simultaneous payment of attorneys’ fees and costs incurred by Released Parties as they are incurred.

This Agreement shall be governed by the laws of the State of Pennsylvania.

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 parties 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 of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Contact Relationship Contact Telephone

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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.

Printed name

Date

Signature