

# **Yoga For Healing, PLLC.**

**Tanya Penny, OTR/L, RYT**

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**208-629-6615**

## **WAIVER, ASSUMPTION OF RISKS AGREEMENT AND ACKNOWLEDGEMENT OF COPYRIGHT**

The undersigned acknowledges, understands, and agrees to release Yoga for Healing, PLLC and Tanya Penny, OTR/L on behalf of myself, my heirs, and personal representatives and estate as follows:

1. That I am participating in yoga classes/workshops, and/or individual sessions, including home exercise protocols, offered by Yoga for Healing, PLLC and Tanya Penny, OTR/L during which I will receive information and instruction about yoga and health. I acknowledge that I am fully aware of the risks and hazards involved, which include, physical and/or emotional injury. I agree to take full responsibility for my actions, and any injury that I may incur.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the yoga classes/workshops, and/or individual sessions, as it relates to any health condition that I may have. I understand that I am responsible for my own health and wellbeing, and, that I will be learning to listen to my own body.
3. In consideration of permission to have access to the property, facilities, and services of Yoga for Healing, PLLC and Tanya Penny, OTR/L, I do hereby release, waive, discharge, and agree not to sue Yoga for Healing, PLLC and Tanya Penny, OTR/L, for liability from any and all claims of mine arising or resulting from my participation in the subject classes/workshops/individual sessions of Yoga for Healing, PLLC and Tanya Penny, OTR/L. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from the participation in yoga classes/workshops, and/or individual sessions, and other activities including, but not limited to, organized activities, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims of mine arising or resulting from the damage to, loss of, or theft of my property.
4. I agree to hold harmless and indemnify Yoga for Healing, PLLC, from all claims of mine arising or resulting from my subject participation and to reimburse them for any expenses incurred by Yoga for Healing, PLLC in investigating and defending a claim or suit if I make a claim and my claim is dismissed or withdrawn, or to the extent a court or other competent forum determines that Yoga for Healing, PLLC, are not responsible for the injury or loss.

5. I acknowledge that I may perceive and/or receive works of authorship of Yoga for Healing, PLLC and Tanya Penny, OTR/L, resulting from my participation in or attendance at the subject classes/workshops/individual sessions. I acknowledge that at least some these works, including written and audio materials, especially those marked with a copyright notice, are protected by the copyright laws, and are the exclusive intellectual property of Yoga for Healing, PLLC and Tanya Penny, OTR/L and I agree not to copy them, distribute them or copies of them or prepare derivative works from them. Furthermore, I agree that, if I violate this provision, that statutory copyright damages, including attorney's fees and costs, may be collected from me, and that a court order for a permanent injunction against any further violations may be entered against me.

6. I acknowledge that attending workshops/classes/individual sessions with Yoga for Healing, PLLC and Tanya Penny, OTR/L, does not certify me to teach/use iRest or yoga therapy with other individuals/patients/clients, but only to use as a therapeutic modality for myself. I must seek a certified training program to use/teach iRest/yoga therapy to other individuals/patients/clients.

7. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of The United States and the State of Idaho, and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought by me, it must be brought in Ada County, State of Idaho, United States.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
If a Minor, Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name