



In consideration of the services of Samadhi Hawaii LLC, a Hawaii limited liability company, its members, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "Samadhi"), I hereby agree to release, indemnify, and discharge Samadhi, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. _____ (INITIAL) I hereby understand and acknowledge that the training, classes, programs and events held by Samadhi Hawaii LLC may expose me to many inherent risks, including accidents, injury, illness, or even death. The undersigned understands that the use of Samadhi Hawaii LLC facilities may involve strenuous physical exertion and that a medical check-up is advisable before participating in any fitness program. The undersigned represents him/herself to be in good physical condition and to have no disability, impairment or ailment preventing participation in the use of the Samadhi Hawaii LLC facilities and the training, classes, programs and events held there. The undersigned recognizes and appreciates the danger of physical stress, strain or injury (including cardiac arrest and abnormalities of blood pressure or heart rate) as a result of any physical fitness program.
2. _____ (INITIAL) I assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, and all other such risks being known and appreciated by me. I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in.
3. _____ (INITIAL) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
4. _____ (INITIAL) I further agree that this agreement shall be construed in accordance with Hawaii law and that if any section of this agreement is found to be void or unenforceable, the remaining sections of this agreement shall remain in full force and effect.
5. _____ (INITIAL) By signing this document, I acknowledge that if I am hurt, or my property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against Samadhi on the basis of any claim that I have released herein.
6. _____ (INITIAL) I further acknowledge that Samadhi employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible and among other things: (1) they might be unaware of a participant's fitness or abilities; (2) they might misjudge the weather or other environmental conditions; (3) they may give incomplete or inaccurate instructions or warnings; and (4) the equipment being used might malfunction.
7. _____ (INITIAL) After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Samadhi furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE Samadhi from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in the Samadhi classes, training, programs and/or events.

By my signature I indicate that I have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

(Parent's signature if participant under 18 years of age)

I represent that I have legal capacity and authority to act on behalf of the minor named herein.

Parent/Guardian Signature: _____ Date: _____