

Himalayan Institute COVID-19 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

- 1. I agree that I am personally responsible for my safety and actions while at the Himalayan International Institute of Yoga Science and Philosophy of the USA (Himalayan Institute or HI). I agree to comply with Himalayan Institute policies and rules, including but not limited to all HI policies, guidelines, signage, and written and verbal instructions.
- 2. I acknowledge and understand that COVID-19 is a contagious disease, spread from person to person. I recognize that HI is open to use by other individuals, and I understand that therefore I may be exposed to increased risk of contracting COVID-19.
- 3. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, heirs, estate, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Himalayan Institute, its board members, officers, agents, employees, volunteers, independent contractors, affiliates, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to any loss, negligence of the Released Parties, any third-party using HI, or otherwise, while participating in any activity while in, on or around HI, and while using any HI facilities, equipment or materials.
- 4. I agree to indemnify, defend and hold harmless the Released Parties from and against all costs, expenses, damages, claims, lawsuits judgements, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of HI facilities, equipment, or materials, whether caused by negligence of the Released Parties or otherwise specifically related to COVID-19.
- 5. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in being at HI to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Pennsylvania law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver of Liability as a whole. This waiver remains in effect until the Commonwealth of Pennsylvania lifts all COVID-19 related mandates.

Signature	Date	
Printed Name		

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