

Waiver and General Release

Participant's name: _____

Please Print

In consideration of being permitted to voluntarily participate in the community yoga exercise program offered by MemorialCare Saddleback Medical Center ("Community Yoga Program" or "Program"), I agree to the following:

Waiver: I, for myself, my heirs, personal representatives or assigns, do hereby release, waive and release, assume all risks, and agreed to indemnify and hold harmless MemorialCare Saddleback Medical Center, its affiliates, directors, officers, employees, agents, representatives and assigns as well as Bhavana Pathak, M.D., the Program instructor, from and against any and all claims for death, personal injuries or property damage and actions of any kind whatsoever, arising directly or indirectly out of my participation in the Community Yoga Program.

Assumption of Risks: I acknowledge that I have been advised to consult my personal physician to confirm that I can safely participate in the Program. I understand that participation in an exercise program such as the Community Yoga Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but may include minor injuries such as scratches, bruises, and sprains or more major injuries such as back injuries, heart attacks, and death. To minimize any such risks, I will (a) comply with all Program rules and instructions, (b) use reasonable care and take all precautions to minimize injury to myself and others, and (c) will immediately cease my participation in any Program activities if I experience any discomfort or believe that I have injured myself in any way.

General Release: I understand and agree that all rights under California Civil Code Section 1542 are hereby expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Acknowledgment of Understanding: I have read this release and waiver of liability, and assumption of risk. I fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend this to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature of Participant

Date