



## New Minnow Form

MINNOW'S NAME (first): \_\_\_\_\_ MINNOW'S NAME (last): \_\_\_\_\_

GENDER (circle): M F MINNOW'S DATE OF BIRTH: \_\_\_\_\_

PARENT #1 NAME: \_\_\_\_\_ PARENT #2 NAME: \_\_\_\_\_

PARENT #1 EMAIL: \_\_\_\_\_ PARENT #2 CELL (in case of emergency): \_\_\_\_\_

PARENT #1 CELL: \_\_\_\_\_ CAREGIVER'S NAME & CELL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PLEASE LIST BELOW ALL CONDITIONS, INJURIES OR OTHER INFORMATION RELATED TO PHYSICAL OR MENTAL HEALTH.

How did you hear about Little Minnows Yoga: \_\_\_\_\_

### **WAIVER & CONSENT AGREEMENT**

**Consent and Waiver:** I, \_\_\_\_\_ am the parent/guardian of \_\_\_\_\_. I hereby give permission for my child to participate in the Little Minnows Yoga summer program at the Sol Luna Yoga studio located at 2819 Dune Drive, Avalon, NJ 08202 and for my child to be transported on foot from Sol Luna Yoga, in the company of a responsible adult, to the Summer Studio Avalon for the Creative Arts Workshop located at 2900 Dune Drive, Avalon, NJ 08202 ("Summer Studio"). I understand that my child's participation in the Little Minnows Yoga program begins when he/she arrives at the Sol Luna Yoga studio and ends when he or she arrives at the Summer Studio. I certify that my child does not have any known medical or other conditions that could interfere with his or her participation in Little Minnows Yoga activities. I also understand and accept that the practice of yoga involves certain risks of physical injury. Therefore, I, individually and on behalf of my child listed above, hereby release, discharge, and hold harmless Here & Now Yoga LLC d/b/a Little Minnows Yoga ("Little Minnows Yoga") and Sol Luna Yoga and their respective affiliates, licensees, successors, assigns, and their officers, directors, employees, members, agents and representatives (collectively, "Released Parties") from any and all claims, actions, damages, losses, liabilities, costs and expenses of any kind whatsoever, including but not limited to any claims of negligence, defamation, emotional distress, misrepresentation, fraud, or invasion of privacy arising out of, resulting from, by reason of, or in connection with my child's participation in any Little Minnows Yoga program, activity at the Sol Luna Yoga studio, or transportation to the Summer Studio, including, without limitation, physical harm to me, my child, or my property. I agree that I will not bring or be a party to any legal action or claim against any of the Released Parties, based upon or arising out of my child's participation in any Little Minnow's Yoga program or activity at the Sol Luna Yoga Studio on any legal theory whatsoever (including, without limitation personal injury, negligence, rights of privacy and publicity, or defamation).

I understand and agree that Little Minnows Yoga has the right to terminate the enrollment of any child from classes, workshops or any other activities if, in its sole discretion, it determines that the continued attendance of the child is not in the best interest of the child or the program. I agree to supervise or designate a responsible adult to supervise my child prior to and, if applicable, immediately after the Little Minnows Yoga Program in the Sol Luna Yoga Studio. If my child is under the age of 4, I agree to remain accessible and supervise my child at all times while he/she is attending the Little Minnows Yoga class. Generally Little Minnows Yoga does not serve any food or drink. However, I understand and agree that in case of an allergic reaction, I am solely responsible for attending to and treating my child. Under no circumstance are Little Minnows Yoga instructors and personnel authorized to administer medication or EpiPens.

Little Minnows Yoga and its agents reserve the right to take and utilize photographs, videos, or any type of recording of participating children and their parents, caregivers, or anyone accompanying them to the Sol Luna Yoga Studio while engaged in Little Minnows Yoga classes, workshops or associated activities at the Sol Luna Yoga Studio. I consent to Little Minnows Yoga's use of any photograph, video, or recording of my child me, or the guardian I have designated for advertising, promotional, or related purposes, and waive all rights to compensation and other rights which may arise as a result. I waive any right to inspect or approve the finished product where my or my children's likeness appears.

**Payment, Refund, and General Enrollment Conditions:** There are no refunds and no refund exceptions for any Little Minnows Yoga classes, workshops or other activities. Little Minnows Yoga reserves the right to cancel classes due to low enrollment or for any other reason in its sole discretion at any time prior to or during the start of a class or workshop series and issue a refund for remaining classes. Payment for Little Minnows Yoga classes, workshops and other activities may be made by cash or check, payable to Here & Now Yoga LLC.

**Governing Law; Jurisdiction.** I agree that any dispute concerning this agreement or the matters covered hereunder will be resolved under New Jersey law, in the state or federal courts in New Jersey. I further agree that I shall be liable for any attorneys' fees and costs incurred by the Released Parties in connection with any claim or lawsuit brought in violation of this agreement.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND ACCEPT ALL TERMS & CONDITIONS.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_