

## **WELLNESS & WINE ON THE WINERY LAWN**

### **DISCLAIMER**

You (referred to herein as “Client”) understand that the information received from Dr. Sara Smith (sometimes referred to herein as “Instructor/Coach”) in connection with any Program or otherwise should not be seen as physical therapy, medical, nursing, nutrition or mental counseling advice and is not meant to take the place of you seeing licensed health professionals, including your doctor.

You understand and agree that (i) I am not providing health care, medical, nutrition or mental health services and will not diagnose, treat or cure in any manner whatsoever, any disease, condition or other physical or mental ailment of the human body, (ii) I am not acting in the capacity of a doctor, licensed dietician-nutritionist, massage therapist, physical therapist, psychologist or other licensed or registered professional, and (iii) you have chosen to work with me and participate in the Program voluntarily.

As your Instructor/Coach, I encourage you to maintain a relationship with your primary care physician or doctors, medical providers involved in your health. In the event that you do not have one and/or do not have routine physicals, it is your responsibility to do so. Do not discontinue or change any treatment plan that you may be undertaking as a result of our sessions without discussing this change with your doctor or medical provider.

### **Agreement of Release and Waiver of Liability**

I, \_\_\_\_\_, hereby agree to the following:

1. That I am participating in a workshop, including yoga instruction, offered by Sara Smith Wellness LLC. Within Chatham Winery during which I will receive information and instruction about yoga and health. I recognize that yoga requires physical exertion which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in yoga classes. I represent and warrant that I am physically fit and I have no medical conditions that would prevent my full participation in yoga group classes.
3. In consideration of being permitted to participate in the yoga classes and instruction, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
4. In further consideration of being permitted to participate in the yoga classes and instruction, I knowingly, voluntarily and expressly waive any claim I may have against Sara Smith Wellness LLC. and/or Chatham Winery for injury or damages that I may sustain as a result of participating in the program.
5. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Sara Smith Wellness LLC. or Chatham Winery for any injury or death caused by their negligence or other acts.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions listed above.

6. PHOTOGRAPHS, RECORDINGS, VIDEO:

Sara Smith Wellness LLC. occasionally includes these materials on their website, educational materials, publications and advertisements, including social media sites and websites. Photos sometimes include classes of students engaging in activities. In such materials, Sara Smith Wellness LLC. will not identify any individual student by name, unless specifically and separately authorized. By signing this release form, you are hereby granting Sara Smith Wellness LLC., and its representatives, permission to reserve the right to take photographs, recordings and/or videos during an event you attend. You authorize Sara Smith Wellness LLC., its assigns and transferees to copyright, use and publish the same in print and/or electronically for any lawful purpose, including such purposes as publicity, illustration, advertising, social media and web content.

If you DO NOT WISH to give permission for photo/video/recording use, please initial here:

\_\_\_\_\_ I hereby do not give permission to Sara Smith Wellness LLC. to use photos, video or recording of this event, in which I appear on its website, social media sites, educational materials, publications and advertisements.

PARTICIPANT SIGNATURE

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DATE

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