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**THE YOGI & THE CORGI**

 **Waiver and Release (‘Waiver’)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Agree to abide by the rules of The Yogi & The Corgi Pty Ltd (ACN 663 193 066) (‘**The Yogi & The Corgi’**). Unless otherwise defined herein, capitalised words and phrases shall have the meanings prescribed to them in the Website Terms of Use that form part of this Waiver.
2. Hereby waive and release, indemnify, hold harmless and forever discharge The Yogi & The Corgi, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the Services, events or activities conducted by The Yogi & The Corgi, provided that this Waiver does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.
3. Understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or in the unlikely circumstance, death.
4. By this Waiver, on behalf of myself, my heirs, assigns, administrators, executors and next of kin, I assume any and all risk, and take full responsibility and waive any and all claims for personal injury; death, damage, or loss of personal property, associated with The Yogi & The Corgi, including but not limited to participating in yoga sessions, using its equipment in any manner, form or fashion, and participating and/or engaging in any cardiovascular activity, and/or engaging in physical activities, events or other related activities on and off the premises.
5. Acknowledge, agree and represent that I understand the nature of the activities of The Yogi & The Corgi, I am in good health and in proper physical condition to participate in such activities, and that I will honestly represent my level of fitness and health at all times. I further agree and warrant that if at any time I believe conditions to be unsafe, or feel pain, discomfort, nausea or any other symptoms, I will notify a The Yogi & The Corgi Representative and immediately discontinue further participation in the activity.
6. Acknowledge and agree that:
7. The Yogi & The Corgi is not a pet minding service and that I am responsible for the supervision and behaviour of my Dog at all times;
8. I am solely responsible for any loss, damage or harm caused or contributed by my Dog towards any Representative of The Yogi & The Corgi and other Dogs and participants of the Services and I will be solely responsible for all associated fees and costs including, any veterinary care to other dogs and/or medical care to any Representative of The Yogi & The Corgi and/or other participants resulting from my Dog’s actions;
9. Participation in any of the Services is not without certain risks of injury to my Dog. Where the Services are conducted in an outdoor environment, including public parks, there are inherent risks associated including, but not limited to, injuries from rough play with other Dogs (including from dogs not participating in the Services), the transfer of respiratory illnesses, including canine cough, and my Dog escaping/ leaving the vicinity where the Services are being conducted;
10. The Yogi & The Corgi reserves the right to compel me to remove my Dog from the vicinity where the sessions are being held at any time in circumstances where there is concern for the safety or wellbeing of other participants of the Services or park goers;
11. My Dog is in good health and physical condition and does not have a history of aggressive behaviour to other dogs or people;
12. My Dog is properly vaccinated and I agree to provide up to date vaccination records if requested by Yogi & The Corgi or any of its Representatives prior to participating in the Services;
13. If my Dog becomes ill during my participation in the Services, The Yogi & The Corgi may in its discretion request that you and your Dog cease participation in the Services until such time you have obtained appropriate treatment and your Dog has been given a clear bill of health from a qualified veterinarian to continue to attend the Services;
14. Consent to The Yogi & The Corgi to including any photographs or video content taken by The Yogi & The Corgi or any third-party photographer for use in The Yogi & The Corgi’s marketing material on the Site and across any social media platforms of The Yogi & The Corgi, unless I provide to The Yogi & The Corgi express written notice revoking such consent.
15. Agree, and give The Yogi & The Corgi permission, to send me communication and/or emails (including marketing material) and I understand that I have the option to discontinue receiving communication and/or emails from The Yogi & The Corgi by unsubscribing from The Yogi & The Corgi’s email communications at any time.
16. This Waiver together with the Website Terms of Use and Privacy Policy contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver.
17. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of The Yogi & The Corgi, whether by agreement, by operation of law, or otherwise.
18. Have read, understood, and fully agree to the term of this Waiver. By signing this Waiver, you agreed to be bound by the Website Terms of Use and Privacy Policy.

*[Signature page to follow]*

**Executed on [DATE]**

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| **Signed by the participant:** |
| Name: |
| Title: |
| Signature: |