

## **Kozen Wellness Participation Waiver and Release of Liability**

This Waiver and Release of Liability (“Waiver”) is executed on this   (date)   day of   (month)     (year)  , by \_\_\_\_\_ (“Participant”), in favor of Kozen, LLC (“Kozen”), its officers, directors, employees, agents, instructors, contractors, representatives, successors, and assigns (collectively, the “Released Parties”).

### **Acknowledgment of Activities and Assumption of Risks**

I, the Participant, acknowledge and agree that I am voluntarily participating in yoga, breathwork, sound bath, and wellness activities (the “Activities”) Kozen offers. I understand and acknowledge that the Activities may involve physical movement, breath control, sound vibration exposure, and other wellness techniques, which carry certain inherent risks, including but not limited to bodily injury, emotional distress, and unforeseen health complications.

I represent that I am in good health and physically capable of participating in the Activities. I understand that it is my responsibility to consult with a qualified healthcare provider regarding any physical or mental conditions that may affect my participation.

I acknowledge that Kozen does not provide medical advice or health evaluations, and I assume full responsibility for monitoring my own condition during the Activities.

### **Release of Liability**

In consideration of being permitted to participate in the Activities, I, on behalf of myself, my heirs, successors, assigns, and legal representatives, hereby fully release, waive, discharge, and covenant not to sue Kozen or the Released Parties for any and all claims, demands, or causes of action arising out of or related to any injury, loss, damage, or harm, whether physical, emotional, or financial, sustained during or resulting from my participation in the Activities.

This release includes but is not limited to, injuries or damages caused by:

- Negligence or fault of the Released Parties;
- The actions or omissions of other participants;
- Hazards inherent in the Activities or facilities used; and
- Pre-existing physical or mental conditions.

### **Indemnification**

I agree to indemnify, defend, and hold harmless Kozen and the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of or in any way related to my participation in the Activities or my breach of this Waiver.

**No Warranty**

I acknowledge that Kozen makes no warranty, express or implied, regarding the safety or suitability of the Activities or facilities used. All Activities are provided on an "as is" basis.

**Binding Agreement**

This Waiver is binding upon the Participant and their heirs, assigns, personal representatives, and legal successors. If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Governing Law**

This Waiver shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

**Acknowledgment of Understanding**

I have read this Waiver, fully understand its terms, and acknowledge that I am signing it freely and voluntarily without any inducement. I understand that by signing this Waiver, I am giving up substantial legal rights, including the right to sue Kozen and the Released Parties.

Participant Name (Print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_