

BOOKING, RELEASE AND WAIVER OF LIABILITY FORM

THERE ARE FIVE PAGES TO THIS FORM

Name: _____

Date of Birth: _____

Address: _____

Suburb: _____ State: _____ Post Code: _____

Email: _____ Phone Number: _____

Main reason for attending retreat: _____

Any dietary requirements: _____

Payment method: Direct deposit

Account – Yoga by Mystique Moksha

Bank: ANZ Bank

Account Number: 156942192

BSB: 012403

Reference: First name and MMRETREAT (e.g. "NIVRITI MMRETREAT")

Name and phone number of Emergency Contact: _____

Relationship: _____

Were you referred by another client? If yes, please provide name _____

How did you find out about Mystique Moksha retreat? (eg. flyer, saw sign out front, posters in IGA, word of mouth etc)

Medical Warning:

You should consult your doctor before starting any exercise program, including yoga classes/yoga retreat; particularly if you suspect or are aware you have a coronary condition, a pre-existing injury, pain or any other physical deficiency.

Do not overexert yourself and work at your own pace. Stop immediately if you feel pain or discomfort and consult your doctor.

Providing information about your existing injuries and medical conditions to Mystique Moksha may improve the safety of classes offered to you. Whilst this information will be used to augment your experience, by signing this form you hereby acknowledge that your safety cannot be assured, and that provision of such information does not afford you any warranty or assurance of safety.

It is your responsibility to inform the instructor of your limitations before each class begins.

Do you have any physical limitations or ailments that could potentially be aggravated by exercise (i.e. persistent pain, back, neck, shoulder, hip or knee problems, respiratory issues, dislocations, chronic illness, autoimmune issue, partial or full blindness or hearing impairment, issues affecting balance,)? If so, please describe: _____

Do you have a diagnosis that requires medication? Which medication? Please describe: _____

Do you have any old or new injuries or surgeries? If so, please list: _____

Do you have any age-related issues such as osteoporosis / arthritis / dementia / Parkinson's / knee, shoulder or hip issues requiring replacements, blood pressure issues, cholesterol management, diabetes, stroke, risk of heart attack, etc. Please describe: _____

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Are you often feeling depressed or anxious or have a diagnosed or undiagnosed mental health issue?
Please describe: If so, do you take medication for this? _____

Are you currently pregnant? Please circle Y / N

Declaration

By signing my name below, I acknowledge that participation in yoga classes exposes me to possible risk of personal injury. I am fully aware of this risk and hereby release Mystique Moksha from any and all liability, negligence or other claims arising from or in any way connected with my participation in yoga class.

All membership/class fees must be paid in full, regardless of usage. There are **NO REFUNDS** in whole or in part. Class passes will expire and must be used up by the date referred to on your confirmation email or account information page online. There will be **NO HOLDS** and **NO EXTENSIONS**. Classes cannot be sold or transferred to another party. Merchandise: All sales are final. No refunds, except for defective items. Exchange or in-store credit for change of mind.

I _____

hereby agree:

1. I take responsibility for my health during the retreat. I will inform my teacher of any changes to my health and ask for help if needed.
2. That during my participation in classes offered by Mystique Moksha, I will receive information and instruction about yoga or health. I recognise that Mystique Moksha does not employ medical doctors and that any advice given to me is strictly of a general nature and is not to be relied upon. I recognise that yoga classes may require some physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. I am aware that ambient heat, such as during heated yoga classes may pose a small but significant risk to me or my unborn child if I am pregnant.
3. I understand that there are inherent risks involved in yoga, including the risk of serious physical injury and death and I fully assume all risks associated with attending classes, including: intensive physical activity and exertion, causation or aggravation of a physical injury or medical condition, lack of warnings or inadequate warnings, lack of instructions, inadequate instructions, or my failure to follow instructions, slipping from slippery surfaces such as mats or floors, equipment failure and the like. I am fully aware of and accept the risks and hazards involved, and agree to assume full responsibility for any risks, conditions, injuries or damages, known or unknown, which I might incur or aggravate as a result of my participation in yoga.

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4. 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 condition which would prevent my full participation in the specific class or workshop I am attending; notwithstanding any conditions or injuries I may have listed or described earlier in this form.
5. If I am pregnant, become pregnant or am postnatal, my signature verifies that I am participating in yoga classes with my doctor's full approval. I acknowledge that Mystique Moksha classes are targeted to the general public, and unless otherwise indicated, are not delivered by instructors with any specialised training in pre or post natal classes. I agree to disclose my pregnancy to the teacher so as to minimise risk to my unborn child, however I acknowledge that even through the provision of this information, my own safety or the safety of my unborn child is not guaranteed. I am participating in yoga classes at my own risk.
6. 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 classes at Mystique Moksha. In further consideration of being permitted to participate in the yoga classes, I knowingly, voluntarily and expressly waive any claim I may have against Mystique Mokshas, its owners, instructors and or class/workshop Sponsor, for any injury or damages that I may sustain as a result of participating in the program. I, my heirs or legal representatives, forever release, waive, discharge and covenant negligence or other acts.
7. I give consent for the information in this form to be stored confidentially in paper or electronic format, and to be contacted by email or SMS for retreat administration.
8. I acknowledge that I have been offered a take home copy of the Mystique Moksha LIABILITY / CANCELLATION / REFUND / PRIVACY POLICY and agree to its terms and conditions.
9. **USE OF IMAGES:** I give Mystique Moksha the right to use my name/photograph/ image/audio recording/video recording and likeness in all forms and manner ("My Image") obtained during the Retreat for the purposes of advertising, media publicity, publication, general display or for any other purposes in whole or in part, including but not limited to publication on internet web sites, social media and any other publications.

Please practice mindfully and enjoy the many benefits of practicing yoga and Pilates, with Mystique Moksha.

I have read the above release and waiver of liability and fully understand its content. I am legally competent to sign and voluntarily agree to the terms and conditions stated above.

Print name: _____

Signature _____ Date Signed: _____

Parents (if participant is under 18): _____

As Parent or Legal Guardian of _____ I consent to the above terms and conditions.

Print name: _____

Signature: _____ Date Signed: _____

Mystique Moksha LIABILITY / CANCELLATION / REFUND / PRIVACY POLICY

By checking the box below, I hereby declare that I have read the below release and waiver of liability and fully understand its contents.

BOOKINGS CONDITIONS:

Please note the following Special Retreat booking conditions:

- The booking is subject to availability and is based on single or twin share arrangements. Any variation of the above will result in a differential price.
- Mystique Moksha has made no reservations relating to the outlined retreat. However, reservations will be made upon your confirmation and receipt of a booking form with an initial deposit of \$500.00; this will later be offset to a final booking amount. The total balance is due 100 days prior to the commencement date.
- International flights are subject to availability and are recommended to be done in time for avoiding last minute escalation of prices.
- If the minimum number of passengers is not met, alternative options will be discussed and reviewed on a case by case basis. If alternative options are not suitable the arrangements will be cancelled with a refund of deposits
- The single supplement is applicable to all single travellers.

* We highly recommend that you obtain travel insurance

CANCELLATION POLICY

All cancellations must be made in writing to Mystique Moksha and will be subject to the following cancellation charges from the date the written cancellation is received:

- 1) More than 101 days prior to departure; loss of deposit plus any administration fees.
- 2) From 100 days prior to departure; 100% of total tour cost.

In the event of a cancellation any refunds will be less administration fees including visa, transfer fees, and any other cancellation fees and any applicable amendment fees. Regrettably cancellation charges and fees cannot be waived. There can be no exceptions. No refund will be made for any unused portions of the holiday after the departure date.

Privacy Policy:

Your privacy is important to us. Your personal information will only be visible to direct staff or Mystique Moksha, such as teachers and admin assistants, and will not be provided to any other party without your consent.