

VOLUNTARY RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of my participation at the **Weekly Community Yoga Class**, to take place every Wednesday, commencing May 6, 2015, from 7:00 p.m. until 8:30 p.m. at Patagonia Denver, located at 1431 15th Street, Denver, CO 80211 (including any other activities, contest or events, collectively the "Event") I, the undersigned for myself, my personal representatives, heirs, next of kin, spouse and assigns DO HEREBY:

1. **Release, Discharge and Covenant Not To Sue** Patagonia Works, Great Pacific Iron Works, Inc., Patagonia, Inc., and all of their affiliated companies, their officers, directors, agents, Trustees, contractors, employees, shareholders and insurers (all collectively referred to herein as "Releasees") from any and all claims, loss, liability, damages, or expense related to the Event in any way, arising out of 1) any wrongful or negligent acts or omissions on the part of Releasees or any other person; 2) failure or malfunction of any equipment or vehicle or 3) any other cause whatsoever, which may cause me injury, death, damages of any kind, delay, inconvenience or property damage. I hereby covenant to defend Releasees, hold Releasees harmless, and to indemnify Releasees for any claim, loss, liability or expense (including, without limitation, attorneys' fees and costs which Releasees, or any of them, may incur) Releasees may incur in connection with the Event or arising out of my activities.

2. **Understand** that my participation is voluntary and **I Voluntarily Elect to Accept All Risks** connected with my participation in the Event.

3. **Understand** that my participation in the Yoga class can present hazard and danger of injury. Despite these risks, I still choose to proceed in such activity.

4. **Acknowledge** that I am familiar with any equipment I may be using, or will become familiar with it prior to use, and the safety and warning aspects of such equipment, and I will comply with these. If I fail to do so for any reason, **I ASSUME ALL RISK** for myself and assume all liability to others for such failure, and **I HEREBY RELEASE** Releasees for any failure or malfunction in the equipment or its inadequacy for the use I make of it.

5. **Represent** that I know of no physical disorder which should keep me from participating in the Event and I agree that **I AM SOLELY RESPONSIBLE** for any and all injuries or harm that I may incur in participating in the Event.

6. **Agree** that this Agreement shall apply to any incident, injury, accident or death associated with the Event, and to any injury, accident, death, or damages occurring as a result of the Event any time after the execution of this Agreement.

7. **Grant** to Releasees the right and license to use my name, likeness and image, taken in connection with the Event, for advertising, publicity, trade or any other lawful purpose whatsoever, in any medium whatsoever now known or hereafter developed, including without limitation any print media, point-of-sale advertising, product and packaging graphics, television, video, Patagonia's website and other electronic media.

8. **Agree** that in the event any court finds any of the provisions of this Agreement unenforceable, then such court shall sever such unenforceable provision to the extent necessary to enforce the remaining provisions of this Agreement.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE AND WAIVER OF ALL CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM RELEASEES. I UNDERSTAND I ASSUME ALL RISKS INHERENT IN THE EVENT AND IN THE ACTIVITIES I WILL PARTICIPATE IN. I HAVE BEEN GIVEN TIME TO CONSIDER WHETHER TO SIGN THIS RELEASE AND TO REVIEW IT WITH MY OWN COUNSEL, AND HAVE EITHER DONE SO OR VOLUNTARILY ELECTED NOT TO DO SO. I HAVE VOLUNTARILY SIGNED MY NAME SHOWING THAT I ACCEPT THE ABOVE PROVISIONS.

Signed: _____

Date: _____

Print Name _____