



Brick Canvas
2455 Executive Parkway
Lehi, UT 84043

Registration Contract

Today's Date _____

First Name _____ Last Name _____

Birth Date _____

Email Address _____

Cell Phone _____

Mailing Address _____

City _____ State _____ Zip Code _____

Emergency Contact _____ Relationship _____

Phone () _____

If female, are you pregnant? Yes / No

What medical conditions do you want us to know about? _____

How were you referred to Brick Canvas? _____

(If you were referred by a friend, please list their name)

What do you want from Brick Canvas? _____

(Please read and sign the opposite side.)

Brick Canvas
RELEASE OF LIABILITY

This release is given by the undersigned in consideration for being allowed to participate in fitness and related programs sponsored by Brick Canvas being held upon the premises owned by, leased to, or managed by Brick Canvas at Thanksgiving Point and/or Brick Canvas Fitness (the "Premises").

- 1. I am over the age of 18 years and do not suffer from any legal disability. No other person's consent is required to this Release to be binding upon me.
- 2. I will strictly comply with all rules and regulations concerning my use of or presence upon the Premises, which are communicated to me in any form, including but not limited to posted notices.
- 3. I recognize that my participation in yoga and related programs will or may require physical exertions, which may be strenuous and may cause physical harm or injury. Before participating in such programs, I shall consult with my own health care provider(s) and determine that I'm physically fit and healthy enough to participate in such programs without limitation.
- 4. I am fully aware of the risks and hazards associated with participation in yoga/fitness and related programs. I knowingly accept those risks and hazards. I have no medical conditions, which would reasonably prevent me from participation in such programs.
- 5. I am aware that allergies, diabetes, heart conditions, circulatory problems, and other health conditions may be exacerbated by certain treatments and/or products, including massage. I am fully aware of the risks and hazards associated with massage and other services offered by the Company, and I knowingly accept those risks and hazards. I have no medical conditions that would reasonably prevent me from receiving any services, including various massage therapies, some of which may be vigorous and/or include significant pressure or weight being applied to my body. I have informed the Brick Canvas Company of any health problems or conditions that affect me. I am aware that pregnancy is a condition that should be disclosed, as pregnant guests require special care. If I am pregnant or suspect I could be pregnant, I have advised the Company. Before receiving services offered by the Company, I shall consult with my own health care provider(s) and determine that I am physically fit and healthy enough to participate in such services or programs, without limitation.
- 6. I will be solely responsible for my own safety and security and for the safety and security of my physical property, including vehicles, while I am present on the Premises. I will take all precautions reasonably necessary to protect others and myself from injury or harm while I am on the Premises for any reason.
- 7. I acknowledge and agree that Thanksgiving Point Institute, Inc., Brick Canvas at Thanksgiving Point, and MiMi Unlimited, LLC, Brick Canvas Fitness, along with their owners, employees, agents, and representatives, do not sponsor Brick Canvas your/fitness or related programs, services, or products and have no liability or responsibility to me of any form or kind arising from participating in yoga, related programs, any services, or products I receive from the Company.
- 8. I hereby irrevocably and absolutely waive and release any and all claims of any form or kind that I have or may have against or with regard to, and covenant not to sue: (a) the Company, (b) Brick Canvas at Thanksgiving Point, (c) MiMi Unlimited, LLC, and, (d) Brick Canvas Fitness, (e) all owners, officers, employees, agents, and representatives of the foregoing, relating or pertaining in any way to my use of or presence upon the Premises, or my participation in Brick Canvas programs, without limitation, including but not limited to claims for personal injury or property damage, and all other claims for damages of any kind, whether incidental, consequential, special, compensatory, remote, punitive, exemplary, liquidated, or unliquidated, including expenses.
- 9. I agree that any and all fees and/or charges paid by me for participation in yoga, related programs, services, and products offered by Brick Canvas shall be non-refundable, except in the discretion of the Companies. However, in the event of any dispute between me and the Companies, I agree that the maximum amount of damages to which I might be entitled shall be the amount of tuition which I have paid for the services then in dispute or which were paid in conjunction with the services which were rendered, or which were to be rendered, to me at the time that an alleged injury or breach occurs, as applicable.
- 10. Fair consideration has been given to and received by me for execution of this Release. This Release shall be binding upon myself and my heirs, beneficiaries, administrators, executors, personal representatives, successors, and assigns. I have not relied upon any promises or representation not contained in this Release. I agree that no other agreements, oral or written, shall be enforceable with regard to the subject matter of this Release. This Release, without re-execution, shall be binding upon me each time I visit the Premises, and a separate release shall not be required each time I visit the Premises in order to be binding upon me.
- 11. The Release is given in Lehi, Utah and shall be construed according to Utah law. If any term or provision of this Release is deemed invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall be construed, applied, and enforced without regard to the invalid unenforceable portion.
- 12. Privacy: I understand that, under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), I have certain rights to privacy regarding my protected health information at Brick Canvas. I understand that this information can and will be used to conduct, plan, and direct my experience.
- 13. I understand Brick Canvas has a Notice of Privacy Practices that contains a more complete description of how the health information that I provided on the Waiver and Release Agreement will be used and disclosed. I have been given the right to review the Brick Canvas Notice of Privacy Practices prior to signing this consent. I understand that I may revoke this consent in writing at any time, except to the extent that Brick Canvas has taken action relying on this consent.
- 14. I have read, understand, and agree to each of the foregoing terms.

PARTICIPANT:

Date _____ Signature _____ Print _____

IF PARTICIPANT IS UNDER THE AGE OF 18, PARENT OR GUARDIAN MUST SIGN BELOW, SIGNIFYING AGREEMENT TO THE TERMS AND CONDITIONS ABOVE

Date _____ Signature _____ Print _____