

Texas Gaushala

Personal and Parental Consent, Release, and Waiver Form

- 1. By registering myself, my family, friends, or anyone to events, services, or sessions like Cow cuddling, Cow feeding, picnics, etc.. at Texas Gaushala. As the legal parent or guardian of each child identified, any other individual included in this registration, and on my own behalf, I hereby consent to such child's and my participation in the Texas Gaushala current and future programs or services or sessions conducted by the Texas Gaushala, 20303 Kickapoo Rd, Waller, Texas, 77484, USA.
- 2. As the legal parent or guardian of everyone in my family, and on my own behalf, I hereby acknowledge that my child's and my participation in the Event will include participation in athletic activities, such as sports and yoga asanas, and that participation in such athletic activities may expose such child and me to the risk of bodily injury. Accordingly, I hereby further acknowledge that I have given my consent to such child's and my participation in the Event, having assumed the risk of bodily injury to such child and to me.\
- 3. As the legal parent or guardian of every child identified, and on my own behalf, in the event that such child suffers or I suffer a bodily injury while participating in the Event, I hereby authorize Texas Gaushala and its officers, directors, representatives, agents, and volunteers present at the Event to authorize any emergency medical or surgical treatment deemed to be in the best interest of such child or me if I am unavailable or otherwise unable to do so. I hereby further agree to assume full responsibility for paying all fees and expenses incurred for any such emergency medical or surgical treatment so received by such child or me. The following insurance policy or coverage is available to cover the cost of all fees and expenses incurred for any such emergency medical or surgical treatment so received by such child or me:
- 4. As the legal parent or guardian of each child identified above, and on my own behalf, I hereby agree to RELEASE, INDEMNIFY, AND HOLD HARMLESS Texas Gaushala and its officers, directors, representatives, agents, and volunteers ("the Indemnified Parties") from all claims for damages or injunctive relief resulting from such child's and my participation in the Event, including any claim alleging that damages or injuries were caused by the NEGLIGENCE of any of the Indemnified Parties.

Good Physical Health:

- 1. I represent and warrant that I am in good physical health and do not suffer from any medical condition that would limit my participation in the classes offered at Texas Gaushala. I understand that it is my responsibility to consult with a physician before and after participating in any cow cuddling, cow feeding, activities, visiting, or workshops. I understand the risks associated with the activities offered by Texas Gaushala and agree to follow all instructions to safely participate in sessions, classes, workshops, or other activities. I must know my limitations and use common sense for myself and/or my child.
- 2. I willingly agree to comply with the stated and customary terms and conditions and the instructions of the activities instructors for my participation or viewing of the event or activity. I certify that I have no physical or mental condition that prevents me from participating in or viewing any of the events or activities and that if I have any concerns about my physical or psychological readiness for the events or activities, I agree that I will immediately bring such to the attention of the nearest activity operator, instructor, or representative.

Assumption of Risk:

- 1. I acknowledge that I and/or my child or family do not have to participate in, be a spectator of, or be in the general vicinity or area of events or activities held by Texas Gaushala and that I do so of my own free will and volition.
- 2. I recognize that there is an element of risk of injury in participating in any Texas Gaushala events or activities, including the potential for severe physical injury, permanent disability, infectious diseases, illnesses, COVID-19, and even death. While particular rules, instruction, and personal discipline may reduce the risk, the risk of serious injury to me does exist.
- 3. I, on behalf of myself and/or my child and/or family and friends, knowingly and freely assume all such risks, known and unknown, even if arising from the negligence of Texas Gaushala and/or property owners, its members, managers, trainers, instructors, subcontractors, cows, peacocks, subsidiaries, affiliates, officers, employees, agents, representatives, and its vendors. I assume full responsibility for my participation, and/or child/family/friends participation, and attendance at any such event or activity, even if only as a spectator or as a person merely in the general vicinity or area.
- 4. I hereby WAIVE AND RELEASE Texas Gaushala and property owners, its members, managers, owners, operators, officers, employees, subcontractors, and instructors from any claim, demand, cause of action of any kind resulting from or related to my participation in the programs offered at the facility. In taking part in the Goat yoga classes, cow cuddling sessions, workshops, or other activities at Texas Gaushala, I understand and acknowledge that I am fully responsible for all risks, injuries, damages, known or unknown, which might occur as a result of my participation to me, my clothing, minor children, or my property. I will not do anything that I do not feel physically comfortable with.

5. I am aware that cows, although miniature and docile, can still weigh up to several hundred pounds and can spook, kick, bite, and step on me and/or my child and valuables. They are unpredictable animals, so I agree to use caution and follow all of Texas Gaushala's rules to minimize the possibility of an accident. All of this applies to all animals in or around Texas Gaushala, including but not limited to peacocks, dogs, cats, cows, horses, pigs, and chickens.

Photo Release:

I grant permission and consent to Texas Gaushal to release any photos taken by Texas Gaushala employees, including their photographers, for the use of any Publicity, Copyright, Illustration, Advertising, Web Content, and Social Media. **If I do not consent, I will inform any photographers taking my picture during class.

Compliance:

- 1. I, for myself, the participant named, our heirs, assignees, representatives, and next of kin, agree to hold harmless, release, waive and indemnify Texas Gaushala, the owner Leah Chatron, any instructors associated with Texas Gaushala, and the property owners of 20303 Kickapoo Rd, Waller Texas, 77484 from any kind of injuries, liabilities or damages from participation in cow cuddling, or any other activities at Texas Gaushala. I also agree to these terms for any defense cost or expense arising from any claims, injuries, liabilities, or damages arising from participation.
- 2. I expressly agree that this Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3. It is agreed that any claim or dispute concerning questions of fact or law arising out of or relating to this Release, its performance, or alleged breach shall be settled by arbitration by the current rules of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in Harris County, Texas. Any disputes or issues arising out of this Agreement shall be interpreted under the laws of the State of Texas.
- 4. I have read this Release of Liability Waiver and fully understand its terms and conditions. I am aware that by booking a class, either for myself or as a gift, I agree to these terms and conditions and knowingly give up substantial rights, either for myself or for persons under the age of 18 to whom I am a parent, legal guardian, or supervising adult, and do so freely and voluntarily without any inducement.\
- 5. At Texas Gaushala, we enforce a stringent policy prohibiting smoking, alcohol consumption, and the consumption of non-vegetarian food. Even if there is a detectable smell, individuals engaging in these activities will be promptly asked to leave.