

### **Why you're reading this document**

Our goal is to communicate with honesty and integrity. This course agreement (the “agreement” and “waiver”) outlines our mutual expectations and the terms and conditions for participating in our online courses as well as openly communicating the risks associated with our courses.

Please be aware that if you do not sign this agreement and waiver and agree to its terms, you will not be able to participate in our courses.

If there is anything you are uncomfortable with, please let us know - we want to make sure we are on the same page moving forward.

**There is one place to initial (refund policy) and two places to sign (the “agreement” and the “waiver”).**

### **Part 1: Agreement**

**By signing up for our course program, you agree to be bound by the following conditions.**

- 1. Parties.** This agreement is made between Legacy Yoga Studio, operating out of the State of Maine (“LYS”, “we”, “our”, and “us”) and you, the undersigned (electronically or by hand) or person who has clicked “I agree” to this agreement (“you” and “your”).
- 2. The Course.** Legacy Yoga Studio is providing you with the educational course and activities that you are purchasing, (collectively the “course” and “activities”). This agreement for the course covers all of our educational courses, including continuing education, personal development courses, yoga courses, meditation courses, and any other course, workshop, education or activity we offer.
- 3. Term and Termination.** This agreement will be binding upon your signature deposit payment or full tuition for the course. Once signed, you will receive your emailed welcome letter and information on access to your course. Please note that if you violate any of the terms of this agreement, LYS may terminate this agreement and you will not be entitled to any refunds or continued working relationship with LYS.
- 4. Payment.** Payment of the course is due upon completed purchase of the course. You agree to pay the full tuition price, including the possibility of payments in installments or recurring subscriptions, of the course as advertised through our media and website.
- 5. Refunds.** Our refund policy is as follows: The course is fully refundable within three days of purchase, if the course has not yet begun.

**5.1.** Students wishing to cancel after 3 days, yet prior to the course start date will receive a full refund, minus the deposit of one monthly payment (monthly payment amount varies by course).

**5.2.** For all courses, no refund is available after the first class has been delivered, or made available to you as a recording if you were not present for the first class.

**5.3.** No refund will be available if you attend a program and are dissatisfied with its presentation or content, or if you do not actively participate for any reason.

Initial your understanding of the refund policy: \_\_\_\_\_

**6. Payment Failure.** In the event that you break your agreed upon payment plan, you will lose access to the course. In the event of three failed payment collection attempts by LYS, you understand that we may contract a collection agency to collect the remaining tuition from you.

**7. Individual Login Access.** Any passwords and user IDs used to access the course as part of this agreement are for your individual use only. You are responsible for the security of your password and user ID and for all activities that occur under your user ID and password. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security. You further agree that LY will not be responsible for the unauthorized use of your profile by any other person and is under no obligation to confirm the actual identity of any password or user ID.

**8. Responsibility.** The course is a rigorous immersion educational program. You are responsible for your experience and well-being while participating in the course. You agree to support the training environment and contribute to a safe, respectful, and positive experience for everyone.

**8.1.** The practice of yoga, meditation, inquiry, and related techniques can produce non-ordinary states of awareness, and course instructors and staff are not responsible for managing every student's personal needs. The curriculum for the course has been designed to create the optimal education for the majority of students, and your specific experiences may be different from others and different from your expectations.

**8.2.** If you experience uncomfortable emotions, feelings, physical pain, or discomfort, mental anxiety, stress, or depression you agree to seek professional assistance from a qualified therapist or medical practitioner outside of this program.

**8.3.** The study of yoga and meditation involves exploring and discussing different belief systems. You agree to respect all the ideas and practices that are presented as part of the course curriculum. Participating in this course does not require or advise you to change your beliefs in any way.

**8.4.** If you experience extenuating life circumstances (ie; death in the family, job loss, natural disaster, etc.) that requires you to discontinue or postpone your tuition requirements or course participation we require notice of the issue in writing to [legacyyogastudio@gmail.com](mailto:legacyyogastudio@gmail.com) within seven days of the incident. LYS will then determine the most equitable and appropriate course of action in regards to your financial situation and participation ability.

- 9. Your Conduct.** You are solely responsible for all videos, images, information, or other data that you upload, publish, or otherwise use via the course, if applicable. LYS reserves the right to remove any kind of offensive or inappropriate content from the course, and suspend or terminate your access to the course in such an event. You are welcome to remove all content you contributed to after the conclusion of the course.
- 10. Interactions within the course.** You are expected to act respectfully towards others throughout the course and across all relevant platforms. You are responsible for your own actions and interactions with any other user in connection with the course. LYS will have no liability or responsibility in this regard, however we reserve the right, but have no obligation, to become involved in any way that disputes between you and any other participants.
- 11. Confidentiality.** You understand that we provide space in an intimate setting in which people may share private and confidential information about themselves or others. Therefore, you agree to respect and maintain the privacy and confidentiality of anything shared during the course across platforms we utilize, including after it has been completed. This section shall survive the termination of this agreement.
- 11.1.** You further agree not to post or publish any text, screenshots, videos, or audio recordings of other individuals or download or share any course material provided by LYS or another participant outside of this course.
- 12. No Guarantees.** As this is an independent study arrangement, it is up to you what you get out of the course. No guarantees can be made for the results from this program.
- 13. Ownership of Intellectual Property.** All materials provided in connection with this agreement, including without limitation, written or printed documents, photographs, audio and video recordings and software programs, and all copies and derivative works relating thereto (the “course materials”), are and will remain the sole and exclusive property of LYS. You have a limited, non-exclusive right to use the course materials to the extent necessary to complete the course, but you must be able to properly attribute and credit LYS.
- 13.1.** An example of something you are not allowed to do with the course materials would be to create a photocopy or reproduce the course materials and give it to a friend or sell it to someone.
- 13.2.** Another example would be to use the course materials or other proprietary concepts and techniques to create your own program or to provide them to someone else who intends to do so.
- 14. Loss of Access.** LYS retains the right to revoke your access to the course and any course materials in the event that you do not make your payments or if you steal any of our intellectual property, or engage in inappropriate or offensive conduct. Access suspension due to non-payment will be restored once you pay your full amount owing.
- 15. Third Parties.** You are prohibited from sharing any information, or content including videos, audio recordings, PDFs and other course materials that you receive through the course with any third parties, without our consent. In the event that you do share any information received or downloaded from the

course, LYS will exercise our full legal rights to remedy the situation, and may terminate your course access without refund.

Name: \_\_\_\_\_

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

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

## Part 2: Waiver

**16. Inherent Risks.** You understand that participation in the course activities (“course”, “activities”, “exercises”) entails some risks and potential side effects, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life, so we want you to be aware of them beforehand. Potential side effects or harm include but are not limited to things like:

**16.1.** Emotional, psychological and physiological changes, distress, disorientation related to changes in lifestyle, confronting difficult issues, personal challenges, and suppressed feelings or thoughts.

**16.2.** As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. I understand that yoga includes physical movements as well as an opportunity for relaxation, stress reduction and relief of muscular tension. If I experience any pain or discomfort, I will listen to my body, discontinue the activity, and ask for support from the instructor.

**16.3.** Additional risks that may be posed by your environment for the activities that are provided remotely, as they take place outside of our facilities and without any personal supervision.

**17. Affirmation of Health.** By agreeing to participate in any activities, you affirm that you have no conditions that would pose a significantly increased risk to your health as a result of your participation. If you have any pre-existing medical conditions, physical injuries, weakness, are pregnant or post-natal, you should consult with your doctor first before engaging with the activities and you must fully inform us about any such conditions before participation. Please communicate and inform us immediately if at any point you do not feel well during the activities in your course.

**17.1.** You recognize that you must have adequate physical and mental health to participate in the activities. You understand that the activities may require intense physical exertion, and you represent and warrant that you are physically fit enough to participate, and have no medical condition which would prevent your full participation in the activities.

**17.2.** You recognize that the activities may cause or aggravate a physical injury or medical condition, or exacerbate a previous existing condition. You understand that it is your responsibility to consult with a physical and your mental health team before participation in the course activities. If you have done so, you have taken the physician’s advice. You understand that LYS reserves the right to refuse my participation in any activity on medical, fitness, or any other grounds.

**17.3.** You are aware that your participation in the course could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack, or stroke. You understand that you could experience muscle, back, neck, and other injuries as a result of participation in the course. You understand your physical limitations and are sufficiently self-aware to stop or modify participation in any activity before you become injured or aggravate a pre-existing injury.

**17.4.** In consideration of being permitted to participate in the activities, you agree to assume full responsibility for any risks, injuries or damages, known or unknown, which you might incur as a result of participating in the activities at LYS, including those which may result from the negligence of LYS. You are also aware that major life changes may occur during the span of activity at LYS or following, and you assume full responsibility for any major life decisions that you make while affiliated with LYS.

**18. Medical Disclaimer.** You fully understand that LYS is not a medical or healthcare professional and that the activities or any information, consultation, or facilitation provided by LYS does not constitute medical treatment or advice.

**18.1.** You acknowledge and agree that your use of any dietary, lifestyle, or wellness recommendations or information is completely voluntary and you are solely responsible for freely choosing to implement them.

**18.2.** Regarding any physical or mental health problems, ailments, conditions, eating disorders, or other diseases, you are now being advised that it is your responsibility to obtain competent medical advice from a licensed medical or mental health professional.

**18.3.** You understand and agree that yoga is not a substitute for medical attention, examination, diagnosis, or treatment. Yoga is not recommended and is not safe under certain medical conditions.

**18.4.** You affirm that a licensed physician has verified your good health and physical condition to participate in such a fitness program. In addition, you will make the instructor aware of any medical conditions, physical limitations, or pregnancy as soon as you are aware of them.

**18.5.** If you are pregnant, become pregnant or are post-natal or post-surgical, your signature verifies that you have my physician's approval to participate. You also affirm that you alone are responsible to decide whether to practice yoga and participation is at your own risk.

**19. Voluntary Assumption of Risk.** You have read this agreement and waiver and understand the risks of participating in activities provided by LYS. Your signature below, electronic signature or clicking "I agree", illustrates your voluntary engagement and assumption of the risks of the activities.

**20. Limitation of Liability.** LYS makes no representations or warranties of any kind, expressed or implied, with respect to the course or course materials, including without limitation, any warranty, fitness for a particular purpose, title or non-infringement of third-party rights, and LYS hereby expresses disclaims the same.

**20.1.** In no event will LYS be liable for special, incidental, indirect, or consequential damages (including without limitation, lost profits or revenues), or other liability arising out of or in connection with this agreement, regardless of the form of action, whether or not LYS has been advised or might have anticipated the possibility of such damages.

**21. General Indemnity.** You hereby fully identify LYS and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members, and assigns (the "indemnified parties") and save harmless the indemnified parties from any losses, claims, damages, actions, causes of action, costs and expenses that an indemnified party may sustain, incur or

suffer at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in your use of the course, provided that where LYS has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

**22. Standard Legal Things. Jurisdiction.** This agreement will be governed exclusively by the laws of the State of Maine. **Severability.** If any provisions of this agreement are invalid or unenforceable, the other provisions in the agreement will remain in full force and effect. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by us of any breach by you of any provision of this agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this agreement may be signed electronically or agreed by having you click “I agree”, the effect of which will be the same as if signed by hand and the intention of which is that both parties desire to be bound by all the terms of the agreement.

I have carefully read and fully understand and agree to the above binding terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and knowingly agree to the terms and conditions stated herein. By signing this agreement, I am aware that I am giving up substantial rights, including complete and unconditional release of all liability for myself and certain legal rights that my heirs, next of kin, executors, administration and assigns may have against any released party.

Name: \_\_\_\_\_

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

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

*If the participant is under 18 as of course start date:*

As Legal Guardian of \_\_\_\_\_, I consent to the above terms and conditions.

Signature of Parent / Legal Guardian \_\_\_\_\_ Date: \_\_\_\_\_