



## 200-Hour Teacher Training Terms and Conditions

### **PARTICIPATION**

I understand that if I am paid in full and fulfill all the requirements of the **sweat yoga** Teacher Training, including in-class hours, final practice teach, homework, quizzes and passing both the written and in-class final exams, I will receive a letter of completion, within 30 days from the program end date, which can be submitted to the Yoga Alliance or a prospective employer as evidence that I have completed a 200-hour Teacher Training program. Paying for the program and completing the hours alone does not mean I will pass the program.

I understand that **sweat yoga** reserves the right at any time to ask me to leave the training if the instructor feels that I pose a risk to the physical safety to the instructor or other students or if I am compromising the learning process of the group. Under such circumstances, I understand I will be given a prorated refund, based on the amount of time I have attended in the training.

I understand that **sweat yoga** reserves the right to ask me to leave the program if I am found plagiarizing, if my behavior is disruptive, inappropriate, negatively impacting other students learning, unethical or violates the Yoga Alliance ethical guidelines. Under such circumstances, I understand I will not be refunded any part of my tuition.

I understand that Students are responsible for assessing their own suitability and capability to participate in a Program. All Students should consult their physician regarding their physical fitness level, mental status and any other special conditions they may be working with. It is the Student's responsibility to assess the risks and requirements of each Program.

I understand that by registering for a **sweat yoga** program, I certify that I understand that the Company reserves the right to accept or reject any Student as a participant; to expel any participant from the Activity; to make changes to the program whenever the Company deems it necessary for the comfort, convenience, or safety of the Students.

I understand that I must report any disability requiring special attention at the time the reservation is made. **sweat yoga** will make reasonable attempts to accommodate the special needs of disabled participants, but is not responsible in the event it is unable to do so. Some locations and most activities require standing, sitting or walking. **sweat yoga** is not responsible for any missed activities due to a participant's inability to participate with the group.

### **CLIENT AGE REQUIREMENT**

I understand that I must be at least 16 years old to take the teacher training. If I am between 16 and 18 years of age, it is required that I provide written consent from my legal guardian 30 days before the start of the training.

### **CHANGES**

**sweat yoga** reserves the right to change, alter, or amend the daily itinerary/curriculum for each training at any time. Changes can be made for various reasons including changes in location or teacher/trainer.

## **PRICING, DEPOSITS AND CANCELLATION POLICY**

A \$700 deposit is due upon enrollment to hold your spot. Full payment is required a week before the start of the program unless a payment plan has been previously arranged. Please note that if you cancel 30 days before the start of the program you will forfeit \$350 of your deposit and the remaining balance will be refunded. If you cancel 14-30 days before of the start of the program, you will forfeit your entire deposit and any remaining balance will be refunded. These fees are non-refundable and non-transferable. If you cancel within 14 days before the start of the program or do not attend the program, the entire deposit and program tuition is non-refundable and non-transferable. Once the program begins the program tuition is non-refundable and non-transferable.

I understand that if I cancel my training, I will be charged the monthly rate for any unlimited yoga I received (if unlimited yoga was included in my package). I also understand that any unused free yoga benefit is not redeemable for cash value.

On the rare occasions when **sweat yoga** needs to cancel training, a refund will be provided, however, **sweat yoga** is not responsible for any costs incurred for travel arrangements or accommodations related to any event. It is your responsibility to purchase travel insurance to protect yourself from any loss due to program cancellations, changes or weather delays. We will not, under any circumstance, reimburse you for airfare or ground transfer expenses.

## **ATTENDANCE and TARDY POLICY**

I understand I am required to complete all of the in class hours of my training, and to make up any missed time in accordance with the **sweat yoga** Make Up Policy\*. I understand that all missed time needs to be completed within one year of the program end date and that if I do not complete the missed hours in this time frame I will be required to pay in full to retake the training.

I understand that if I miss over 40 hours, I will receive a non-passing status and will be asked to leave the training. Under such circumstances I understand I will be required to pay in full to retake the training.

## **\*CLASS MAKE UP POLICY**

Make Up Option 1: Schedule a private session with your trainer at some point during the program. The cost of a private session ranges from \$100-\$150 per hour

1-hour private = 1-4 hours of missed time

1.5 hour private = 5-6 hours of missed time

2-hour private = 7-8 hours of missed time

## **RELEASE & WAIVER OF LIABILITY**

Assumption of Risk, and Indemnity Agreement

I understand that **sweat yoga** is here to serve me by sharing knowledge of yoga, and any related activities to promote exercise and good health ("Yoga Activities"). In connection with my participation in the Yoga Activities, I understand, acknowledge and agree as follows:

Participation in the Yoga Activities is completely voluntary and it is solely my decision to participate in such activities.

The practice of yoga and Pilates involves physical movement and exercise which may from time to time be strenuous, and that such practice carries some risk of injury. I am qualified, in good health and in proper physical condition to participate in the Yoga Activities. I understand that I must judge my own capabilities with respect to practicing yoga at **sweat yoga** and will only participate in the appropriate level of classes that are within my limits and capabilities. I acknowledge that it is my sole responsibility to confirm that there is no medical or other reason preventing me from participating in the Yoga Activities. If I am pregnant, I shall only participate in the Yoga Activities after I have discussed the potential risks with my obstetrician. I shall follow my obstetrician's advice and instructions about whether and to what extent I can participate in the Yoga Activities. I agree that I (and my spouse/partner, heirs, and guardians) will hold Releasees harmless for any possible injury to myself, my spouse/partner, heirs, guardians and/or my child/fetus.

If I believe any conditions are unsafe, I will immediately discontinue participation in the Yoga Activities.

It is my responsibility to inform the instructor immediately if an injury occurs in connection with the Yoga Activities.

From time to time during Yoga Activities, instructors may physically adjust a student's form. If I do not want such physical adjustments, I will inform the instructor at the beginning of each session that I attend. I also acknowledge that if I do wish to receive such physical adjustments, it is my responsibility to inform the instructor when I believe an adjustment has gone as far as I desire at that time.

That participation in Yoga Activities involves risks of serious bodily injury and possibly death, which may be caused by my own actions or inactions or those of others participating in the Yoga Activities. I am voluntarily participating in the Yoga Activities with full knowledge of the dangers involved and hereby agree to accept full responsibility for any/all injury or death, including without limitation, personal, bodily or mental injury, economic loss or any damage that I suffer resulting from the acts of anyone at, or acting on behalf of, **sweat yoga**.

As consideration for my being permitted to participate in the Yoga Activities, I (and my spouse/partner, heirs, guardians, and legal representatives) release **sweat yoga**, its parent companies, subsidiaries, affiliates and assigns and each of their predecessor and successor organizations and each of their current and former principals, instructors, partners, officers, directors, employees, insurers, agents and representatives and the owners/lessors of the premises wherein the Yoga Activities take place ("Releasees") from any and all liability and claims for damages arising out of, relating to and/or by reason of my voluntary decision to participate in the Yoga Activities including the use of any equipment or the facilities. I further agree that, I (and my spouse/partner, heirs, guardians and legal representatives) will not make a claim against, sue, or attach the property of **sweat yoga** or Releasees for injury or damage resulting from the negligence, misconduct or other acts or omissions, howsoever caused, by any employee, agent, or contractor of **sweat yoga** as a result of my participation in the Yoga Activities. If I, or anyone acting on my behalf, make a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or costs which may incur as a result of such claim.

In connection with my participation in the Yoga Activities, I agree to abide by any reasonable rules and policies of **sweat yoga**.

**sweat yoga** reserves the right to deny an individual's participation in the Yoga Activities based upon legitimate reasons such as an individual's failure to follow any specified procedures.

Memberships and class series are non-transferable and registration fees and payment for tuition for classes are non-refundable.

## **IMAGES**

The Student agrees that while participating in any **sweat yoga** program, images, photos or videos may be taken by other Students and/or **sweat yoga** representatives or Third Party Suppliers that may contain or feature the Student. The Student acknowledges that they consent to any such pictures being taken and agree that Student hereby grants a perpetual, royalty-free, worldwide, irrevocable license to **sweat yoga**, its affiliates and assigns, to reproduce for any purpose whatsoever, in any medium whatsoever, without any further obligation to the Student or compensation payable to such Student. If you do not want us to use your image you must submit written notice to the teacher training department at least 14 days prior to the start of your training.

## **COPYRIGHT**

I understand that all **sweat yoga** Teacher Training materials are under copyright protection and cannot be reproduced by me without the permission of the author. **sweat yoga** will take all necessary action to enforce its copyrights within the law.

## MEDICAL AUTHORIZATION AND COVERAGE

In the event Student becomes sufficiently incapacitated as to be unable to direct his or her own care and **sweat yoga** is unable or does not have time to contact Student's emergency contact, the Student, by registering and paying a deposit for a **sweat yoga** program, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon licensed in the United States,

**SWEAT YOGA** IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN **SWEAT YOGA** AND ITS EMPLOYEES.

### DISPUTE RESOLUTION

If the Student has a complaint, he/she should first inform **sweat yoga** during the training/workshop so that **sweat yoga** can attempt to rectify the matter. If the Student is still dissatisfied, he/she should submit the complaint in writing to **sweat yoga** within 30 days of the completion of the program.

Any controversy or claim arising out of or relating to this Agreement, brochures, or any other literature concerning the program, or the breach thereof, including without limitation any claim related to illness, injury, or death, shall be subject to the following conditions: 1) the dispute will be governed by California law; 2) the parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in California under the supervision of a mutually agreed upon mediator; 3) in the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in California using one arbitrator pursuant to the then existing rules of the American Arbitration Association; 4) the maximum amount of recovery to which a participant will be entitled under any and all circumstances will be the published tuition cost of the program with **sweat yoga**. This Agreement to arbitrate does not waive or modify any liability release agreed by the Student. Arbitration against **sweat yoga** must be commenced within one year following the date of vacation completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

No person, other than an authorized representative of **sweat yoga** by a document in writing, is authorized to vary, add, or waive any term or condition, including any term or condition set forth in the preceding provisions.

I Have Read, Understand and Accept these Terms and Conditions.

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Name

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Date