

## **200-Hour Teacher Training Terms and Conditions For the Training beginning in March of 2023 in Las Vegas**

These Terms and Conditions apply to any Yoga Activities (see definition below) purchased from [www.nadinebrandl.com](http://www.nadinebrandl.com) ("Company") and govern the contractual relationship between you ("You", "I" or "Student") and the provider of the 200-hour teacher training with respect to any such Activities.

### **PARTICIPATION**

I understand that if I am paid in full and fulfill all the requirements of the YogaWorks 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 3 months 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 YogaWorks requires me to have a minimum of 6 months of consistent yoga practice before enrolling in this training and that the instructor 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 the Company 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 YogaWorks 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. The instructor(s) 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 nor responsible for any denial of services by air carriers, hotels, partners, or other independent suppliers. Some locations and most activities require standing, sitting or walking, sometimes on unpaved or cobblestone streets for numerous hours each day. YogaWorks is not responsible for any missed activities due to a participant's inability to participate with the group. Most transportation services and venues are not equipped with wheelchair ramps. The Company will endeavor to accommodate the special requests of Students, including (without limitation) dietary and accommodation requests, but such requests do not form part of these Terms or the contract between Student and the Company and the Company is not liable for any failure to accommodate or fulfill such requests.

## **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**

The Company 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. Any partner locations listed on each training are intended to be used for that training; however venues are not guaranteed. The Company reserves the right to substitute other venues, as needed. No refunds are provided for venue changes; full cancellation penalties as stated below continue to apply. The Company will make its best efforts to communicate these changes to me as soon as they can. The Company reserves the right to move the training entirely to be held online due to unforeseen circumstances that lead to the unavailability of appropriate venues.

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

A \$500 deposit is due upon enrollment to hold your spot. Your payment is due in full by the early registration date in order to receive discounted rate. Full payment is required 14 days before the start of the program unless a payment plan has been previously arranged.

For YogaWorks Trainings that do not include room and board in the price of tuition: If you cancel 30 days or more before the start of the program you will forfeit \$250 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 \$500 of your deposit and the 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 through yogaworks.com. I also understand that any unused free yoga benefit is not redeemable for cash value.

## **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 YogaWorks 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 27 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.

I understand that if I am 15 minutes late more than twice, on the third occasion of tardiness I will be asked to leave and will be required to make up the day according to the makeup policy. If I leave 15 minutes early more than twice the third occasion, I will be asked to leave

and required to make up the day according to the Makeup Policy\*. On the rare occasions when the Instructors needs to cancel a training, a refund will be provided, however, The Company 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.

### **\*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  
2.5 hour private = 9-10 hours of missed time  
3 hour private = 11-13 hours of missed time

Please note: Only two sessions of private instruction, regardless of hours, are allowable and are subject to trainer availability. Private make up sessions are only an option during your current training and are not an option once the program is complete.

If you miss more than 27 hours or more than a year passes without making up your missed hours: You will be required to pay in full to retake the training

All Make ups in upcoming trainings need to be pre-approved and coordinated with the Instructors.

### **Release and Waiver of Liability; Assumption of Risk, and Indemnity Agreement**

I understand that The Company is here to serve me by sharing knowledge of yoga, Pilates and health 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 and Pilates at YogaWorks 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, YogaWorks.
- As consideration for my being permitted to participate in the Yoga Activities, I (and my spouse/partner, heirs, guardians, and legal representatives) release The Company, 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 The Company 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 The Company 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 The Company and the Instructors.
- The Company 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-transferrable and registration fees and payment for tuition for classes are non-refundable.
- Assignment-This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by The Company without restriction.
- Survival-If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

## **IMAGES**

The Student agrees that while participating in any YogaWorks program, images, photos or videos may be taken by other Students and/or YogaWorks 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 The Company, 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 YogaWorks Teacher Training materials are under copyright protection and cannot be reproduced by me without the permission of the author. YogaWorks will take all necessary action to enforce its copyrights within the law.

#### PASSPORTS AND VISAS

Students traveling internationally are required to have a passport and may also require a visa when entering certain countries. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. It is your responsibility to verify all visa and passport requirements.

#### MEDICAL AUTHORIZATION AND COVERAGE

In the event Student becomes sufficiently incapacitated as to be unable to direct his or her own care and The Company is unable or does not have time to contact Student's emergency contact, the Student, by registering and paying a deposit for a YogaWorks 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, or, if in a foreign country and no physician licensed to practice in the United States is reasonably available, by a duly licensed physician deemed competent to render the necessary care. In addition, the Student certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Student, or that in the absence of this medical insurance coverage, the Student agrees to pay all costs of rescue and/or medical services as may be incurred on the Student's behalf. Students should carry their insurance information while traveling. Some travel insurance policies offer international medical insurance, however it is the student's responsibility to assess and acquire comprehensive medical coverage that is valid in the country you are traveling to.

For programs outside the United States, The Company does not provide direct medical advice on vaccinations and inoculations. Please visit the [www.cdc.gov](http://www.cdc.gov) and discuss your travel plans with your physician prior to travel. Be aware that some immunizations involve a series of inoculations or medications, so we recommend that you do not put this off until the last minute.

#### THE COMPANY IS NOT LIABLE FOR ITS THIRD PARTY SUPPLIERS

The Company makes arrangements with accommodation providers, activity providers, and other independent parties ("Third Party Suppliers") to provide you with your program. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of services that form part of the program. Although The Company takes all reasonable care in selecting Third Party Suppliers, The Company is unable to control Third Party Suppliers and do not supervise Third Party Suppliers and therefore cannot be

responsible for their acts or omissions. The services provided are subject to the conditions imposed by these suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the supplier. Student acknowledges that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and The Company does not warrant that any Third Party Supplier is in compliance with the laws of the Client's country of residence, or any other jurisdiction.

THE COMPANY 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 THE COMPANY AND ITS EMPLOYEES.

#### DISPUTE RESOLUTION

If the Student has a complaint, he/she should first inform The Company during the training/workshop so that The Company can attempt to rectify the matter. If the Student is still dissatisfied, he/she should submit the complaint in writing to The Company 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 Nevada 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 Nevada 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 Nevada 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 The Company. This Agreement to arbitrate does not waive or modify any liability release agreed by the Student. Arbitration against The Company 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 The Company 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 carefully read, fully understand and agree to the above. If I am under 18 years of age, I must provide a letter of permission signed by my parents to the The Company's teacher training department 30 days prior to the start of my training.