

Hot Yoga Healthy You
Hold Harmless Agreement

In consideration of and as an inducement to my enrollment and payment of fees to become a student of Hot Yoga Healthy You (hereinafter "HYHY"), I represent and agree as follows: 1) I (hereinafter "I" or "applicant") have been examined by a licensed Physician within the past six months and have been found by such physician to be in good healthy and fully able to perform all Yoga exercises, which I am to learn and perform during my enrollment with HYHY. 2) I will faithfully follow all instructions given to me by HYHY authorized instructors, as to when and how, to perform and not to perform Yoga exercises. I understand the practice of Yoga and group exercise activities may expose me to risk of personal injury, disease, or death and I knowingly and willingly assume such risk. 3) I understand and agree that I will receive instruction in Yoga theory and exercise only and that I hold harmless HYHY, its employees, officers, directors, shareholders, and contracted trainers for any damage to or theft of personal property on or away from HYHY premises, or personal injury, including but not limited to bodily injury, disease, disability, death, humiliation, or consequential loss of any kind arising out of my participation in any HYHY event or activity. 4) In the event that I am pregnant, I will not attend a yoga class until I have discussed the potential risks to me, or my unborn child/fetus, with my obstetrician. I agree that I will follow my obstetrician's recommendations and on behalf of myself, my heirs, spouse or other interested party hold harmless HYHY for any possible injury to myself or my unborn child/fetus. 5) If I am under 18 years of age, I warrant that I have disclosed my age to HYHY and in addition to my signature, have provided the signature of my parent or legal custodian or guardian below. 6) I understand that I may be photographed/video recorded at HYHY and photos may be published for promotional purposes on social media, HYHY website and mobile app, with my permission and without compensation of any kind. 7) Registration fees and Tuition for classes paid hereafter are non refundable. All auto-renew contracts require 30 days notice to cancel. 8) Any provision not in conformity with the law of any state or governing body having jurisdiction is hereby severed from this contract and the remaining provisions remain enforceable. Applicant agrees that any dispute regarding this agreement will first be tendered by the parties to a member of The American Arbitration Association for resolution prior to the filing of any lawsuit. Applicant also agrees, failing a successful arbitration effort, any suit to be tendered will be filed in a under the laws of the State of California.