**The Twisted Warrior Yoga Studio’s**

 **200-Hour Teacher Training Liability Agreement**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ understand that if I fulfill all the requirements of The Twisted Warrior Yoga Studio’s 200-Hour Teacher Training including attending the in-class hours, completing homework, quizzes, and passing both the written and practical exams, I will receive a certificate of completion, which can be submitted to 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 and receive a certificate.

I have read and understand the following:

**\_\_\_\_(initial) One Hundred percent attendance is desired and your class hours will be logged. In order to graduate, you must complete at least 200 hours. It is your responsibility to schedule accordingly. Any missed hours must be made up prior to graduation.** Our program does include an extra 20 contact hours, so if you need to miss hours, you may still graduate from the program, but please call Lucy at least one week before the absence, so we can make arrangements so that you do not miss any of the required materials.

**\_\_\_\_(initial) Tardiness**. All classes will start on time and students are expected to be present and ready to participate. Tardiness means showing up late for the scheduled start time. Students will be considered tardy for class if he/she arrives within ten (10) minutes after the scheduled start of class, and this will be counted as one (1) hour absence. If a student misses more than ten (10) minutes he/she will be marked absent for an hour and for the time absent rounded to the next fifteen (15) minute increment.

**\_\_\_\_(initial) Attendance Probation.** Students are required to maintain a minimum of 90% attendance over the length of the program. Students who fall below 90% attendance will be placed on attendance probation until they reach 90% attendance. If they cannot achieve the 90% attendance by the end of his/her training program completion date, the student must make arrangements with the school to complete the required hours. If the instructor must spend extra time with students to make-up the required hours, the student will be charged $80 per hour due at the time of make-up session.

 **Refund & Cancellation Policy**

Full tuition and application payments made towards training may be refunded if:

1. The cancellation occurs 3 days or more prior to training. EAB 6.03
2. The student accepted was unqualified and the school failed to secure a disclaimer. EAB 9.04
3. Enrollment was accepted based on any false advertising or misrepresentation of written or oral representations of the school.

Students will receive refunds within 10 days of cancellation from the program.

A student who withdraws or is dismissed after attending at least one class, but before completing 60% of the course is entitled to a pro-rated refund as follows:

|  |  |  |
| --- | --- | --- |
| **After completion of at least** | **But prior to the completion of** | **The refund will be** |
|  | **The first day of class** | **100%** |
| **1 unit/class** | **10% of the program** | **90%** |
| **10%** | **20% of the program** | **80%** |
| **20%** | **30% of the program** | **70%** |
| **30%** | **40% of the program** | **60%** |
| **40%** | **50% of the program** | **50%** |
| **50%** | **60% of the program** | **40%** |
| **60%** |  | **No Refund** |

Once training is in session, refunds will be pro-rated based on the amount of time in training (see above) and students will receive their pro-rated refunds within 40 days of withdrawal or dismissal. Once 60% of entire 200-hour training is complete, no refunds will be granted including student withdrawal or dismissal. If a student must withdrawal after the 60% completion due to mitigating circumstances beyond the students control, the school may refund a pro-rated amount.

Students who miss one (1) weekend module **with no notice** will be considered to have withdrawn and will be dismissed from the program and the school will refund a pro-rated amount based on the hours accrued based on the last day of their participation.

 *A written notice of withdrawal is not required.*

\_\_\_\_(initial) I have read and understand the Refund and cancellation Policy.

 **Tuition and Fees**

Tuition for the entire program is $2300 if registered before October 31, 2016. After October 31, tuition for the entire course is $2500. You are also responsible to purchase the required textbooks which will total approximately $150.

Please check which payment option you will be using:

\_\_\_\_Option 1: Register before October 31-Pay full amount ($2300). The $100 application will be applied to the tuition fee. The remaining fee is due before October 31, 2016.

\_\_\_\_Option 2: Register after October 31-Pay full amount. ($2500). The $100 application will be applied to the tuition fee. The remaining fee is due before the first day of training.

\_\_\_\_Option 3: Two Payments. ($2600) The $100 application will be applied to the tuition fee. Make two payments, $1000 due upon acceptance and $1500 remaining fee is due before the first day of training. There is a $100 fee with this option.

All Payments must be made directly to The Twisted Warrior Yoga studio in person. I understand that all tuition fees must be paid in a timely manner in accordance with deadlines specified.

\_\_\_\_(initial)I have read and accept the above terms and requirements

 **Assumption of Risk, Health Warranty, Release & Waiver of Liability**

 I, the undersigned, do hereby consent and agree to the following provisions as are set out in this waiver and release of liability and assumption of risk agreement (hereinafter the Agreement):

 1. I intend to and shall participate in a 200-Hour Teacher Training Program (hereinafter Teaching Program) offered by The Twisted Warrior Yoga Studio, during which course I shall receive instruction concerning yoga exercises and I shall practice yoga exercises.

2. I understand that yoga in general and Vinyasa/Power Yoga in particular involves strenuous and physical activity, which may require balance, flexibility, muscle strength, aerobic fitness, mental concentration and other physical and mental abilities. I understand that yoga classes and the practice of yoga may be physically and mentally stressful and tiring, and that such classes and practice can result in new injuries or in re-injuring old injuries, including muscle soreness, strains, sprains, pulls or tears, cuts or bruises, illnesses, or other unforeseeable risks which cannot be specified in advance. I have previously taken yoga classes or have otherwise conducted sufficient research into the practice of yoga to fully appreciate the type of activities taking place in yoga classes.

3. In consideration of the foregoing, I hereby represent and warrant that I am in good physical condition and do not suffer from any disability, illness, impairment, disease or condition which would limit or prevent my full participation in this Teaching Program.

I do hereby voluntarily assume all responsibility for my participation and activities in this Teaching Program and for any risks, injuries or damages which I might incur as a participant in the Teaching Program, including without limitation: traveling to or from and entering or leaving the location or premises at which the Teaching Program is held and making use of its facilities, participating in the Teaching Program and any and all components of the curriculum offered under the Teaching Program, performing on my own the exercises, routines, and yoga postures I have learned at the Teaching Program (either before, during, or after the Teaching Program) and being instructed by paid or volunteer yoga instructors at the Teaching Program.

Notwithstanding the foregoing, if I do have any physical injuries or condition which might hamper my yoga practice, lead to pain or injuries when practicing yoga, or affect my participation in the Teaching Program in any other way, I shall promptly inform The Twisted Warrior Yoga Studio and Lucy Mathers in writing of those injuries or conditions at any point in time as such conditions may arise.

4. I agree to remain fully aware of my physical and mental conditions and I assume full responsibility for my physical and mental condition and limitations while participating in this Teaching Program. I understand that I am at all times responsible for using sound judgment to ensure that I practice yoga at a pace and level of effort that feels safe and appropriate to me and my physical and mental conditions. I further agree that I shall not commit any actions that might impair my physical and/or mental condition and functioning, which might result in my being in a physically and/or mentally impaired state during any part of the Teaching Program, for example: using alcohol, illegal drugs or other harming substances.

5. In consideration of my admittance to participate in this Teaching Program, I, for myself, as well as for my heirs, guardians, executors, administrators, successors and assignees, herby release (forever and irrevocably) The Twisted Warrior Yoga Studio and Lucy Mathers, any teachers or assistants involved in any way in the offering or the provision of this Teaching Program, the sponsors, host and facility providers of this Teaching Program, the directors, officers, shareholders, employees, agents and attorneys of each of the foregoing, the licenses, successors and assignees of the foregoing, and any other parties acting in concert with any of the foregoing (with all the foregoing parties being hereinafter collectively referred to as the Released Parties), from any duties, agreements, claims, counter-claims, debts, obligations, costs, expenses, loss of services, actions, risks, injuries, damages, accidents, liabilities, claims, demands, judgments, losses, costs and causes of action of any kind whatsoever arising or resulting from or relating in any way (in whole or part) to my participation in this Teaching Program or any other yoga program with any of the Released Parties in the future, regardless of whether any such claims, injuries, etc. result from my own actions, inaction or negligence, the actions, inactions or negligence of other participants in the same or future Teaching Programs, the alleged actions, inaction or negligence of any of the Released Parties or any combination of the foregoing. No representations of any kind have been made to me by any of the Released Parties to induce me to sign this release form; I am signing this form because I wish to attend a Teaching Program at The Twisted Warrior Yoga Studio led by Lucy Mathers.

6. Without prejudice to any considerations herein, I agree not to sue or bring any legal claim, proceeding or action against any of the Released Parties (and I hereby knowingly, voluntarily and expressly waive any right to bring any such action) for any action or inaction (including any action or inaction constituting negligence) of the Released Parties resulting in personal injury, defamation, libel, invasion of privacy, or any other similar harm as a result of my participation in this Teaching Program, irrespective of whether the cause, nature or existence of any such claim is known or unknown at the time. I understand that some of the potential injuries I might suffer in yoga classes are foreseeable, and that others are unforeseeable and that any such injury, which I do suffer, may be known or unknown to me for any given length of time. To the extent permitted by law, I hereby waive and relinquish all rights and benefits I might have now or in the future under any federal or state statutes or common law provisions that either (i) do not extend to claims which I do not know or suspect to exist to be in my favor at the time of executing this release that, which if known, would or might have materially affected my agreement to the provisions of this Agreement or (ii) otherwise prevent or hamper the enforceability of releases or waivers of claims under this Agreement.

7. Should any part of this Agreement be found invalid or not enforceable by law, I understand and agree that the remaining provisions of this Agreement shall remain to be in force and continue to be enforceable to the greatest possible extent. Any modification to this Agreement must be made in writing and agreed by both parties. This Agreement inures to the benefit of The Twisted Warrior Yoga Studio and Lucy Mathers, and/or the Released Parties involved in offering this Teaching Program and represents the entire agreement concerning such Teaching Program and the subject matter hereof. I hereby represent and warrant that either: x I am at least eighteen (18) years of age and am competent in all ways to sign this Agreement and I realize that is a legally enforceable and binding document. By signing below, I certify that I have read and understood every part of this Agreement and I agree to comply with all of its terms and conditions; OR x I am the parent / legal guardian of the applicant (the Applicant). I understand that I assume full responsibility for the Applicant while he or she is participating in the Teaching Program. By signing below, I certify that I have read and understood every part of this Agreement and I agree to the terms and conditions thereto on behalf of and for the Participant. I represent and warrant that I am competent in all ways to sign this Agreement and I realize that this is a legally enforceable and binding document.

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

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

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Twisted Warrior Yoga Studio Representative­­­­­ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_Manual Received