



## Women's Yoga Certification

### Terms & Conditions and Student Attendance

By clicking on the I AGREE button as part of the Women's Yoga Certification Application Form, and in partial consideration for your enrollment, you confirm that you have read, understood and agree to be bound by all of the following points, which serve as a binding contract between you and Higher States of Yoga, and that you are eligible to participate in Higher States of Yoga programs under the conditions set forth below. If you do not agree to be bound by this Participant Release, we regret that we cannot accept your enrollment.

1. **Your Age.** You must be 18 years old or older.

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

I assume full responsibility for any and all damages, which may incur through participation. I understand 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. By signing, I affirm that a licensed physician has verified my good health and physical condition to participate in such a fitness program, if required. In addition, I will make the trainers aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my agreement verifies that I have my physician's approval to participate.

I also affirm that I alone am responsible to decide whether to practice yoga and participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against Higher States of Yoga and all related facilities and premises for any personal injury or negligence. Additionally, the facility, trainers and Higher States of Yoga are not in any way responsible for any loss or damage of your personal property.



If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

**3. Waiver & Release.** If at any time during the training, you feel discomfort or strain, gently come out of the posture. You may rest at any time during the training. It is important in yoga that you listen to your body, and respect its limits on any given day.

I have carefully read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognise that my ticking the below Terms & Conditions box serves as complete and unconditional release of all liability to the greatest extent allowed by law and that it cannot be changed orally.

**4. Indemnity.** You agree to indemnify, defend and hold the Higher States of Yoga Parties against any and all of the claims that are waived in Section 3 above, and any other loss or liability resulting from your wrongful acts and/or those of your guests at any Higher States of Yoga program.

**5. Cancellation.**

*Townsville, QLD*

You agree to pay the fees of the program in full prior to the completion of the course in November 2021. Cancellations before 01 February 2021 full refund minus \$50 admin fee, after 15 February 2021 lose 50%, after 01 March 2021 lose 100%. Should you wish to cancel your place you must contact us via email immediately [training@higherstatesofyoga.com](mailto:training@higherstatesofyoga.com)

*Ocean Grove, VIC*

You agree to pay the fees of the program in full prior to the completion of the course in December 2021. Cancellations before 01 April 2021 full refund minus \$50 admin fee, after 15 April 2021 lose 50%, after 01 May 2021 lose 100%. Should you wish to cancel your place you must contact us via email immediately [training@higherstatesofyoga.com](mailto:training@higherstatesofyoga.com)

**6. Use of Photos & Video.** Higher States of Yoga (HSY) includes photos of HSY activities on its website, educational materials, publications, and advertisements, including in social media. Photos sometimes include classes of students engaged in yoga activities. In such materials HSY will not identify any individual student by name unless specifically and separately authorised.



You are hereby granting permission to HSY, its representatives and employees the right to take photographs of trainings that may include you and use and publish the same in print and/or electronically for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content.

7. **Student Attendance Policy.** I understand that I am required to attend all in person training sessions as listed in the information booklet for training in 2021 and that if I am unable to I may not be eligible to receive the training certificate at the completion of the course.