



OM FAIRY PERSONAL YOGA INSTRUCTION AGREEMENT

This Personal Session Agreement (the "Agreement") is entered into as of by and between OM FAIRY LLC ("Teacher") and _____ ("Student").

Teacher and Student agree as follows:

Section 1. General Policies

All private lessons must be scheduled in advance, and they will take place via Zoom. There will be no refunds of the fees paid for unused personal sessions. Sessions are non-transferable.

Student has six months from time of payment to utilize sessions purchased in series package.

_____ (initial)

Section 2. Cancellations and Lateness

The Student understands that the Teacher has a 24-hour cancellation policy. If the Student needs to cancel a session but does not let Teacher know more than 24 hours before the scheduled session, the Student will be charged the full price of the session. Student understands that if he or she is late for a session, the Student's session will still end at the scheduled time. The Teacher understands that miscommunications and forgotten appointments happen from time to time and will waive the cancellation fee for the first missed session.

_____ (initial)

Section 3. Privacy

Student's personal and medical information will not be shared with anyone under any circumstances unless Student specifically directs Teacher to do so in writing.

_____ (initial)

Section 4. Media Access

4.1. At Teacher's discretion, videos may be created and shared with Student to further Student's practice and goals. Teacher retains all rights to media and may terminate access to media at any time. All terms in "Section 5: Release" below apply to use of media.

_____ (initial)

Section 5. COVID Policy

5.1. In-person sessions require proof of full vaccination. Student must submit proof of vaccination to Teacher before sessions are confirmed. Additional protocol, such as wearing masks during sessions, may be required at sole discretion of Teacher. Refusal to comply with COVID protocols and policy will result in the forfeiture of series.

_____ (initial)



Section 6. Release

6.1. Student is participating in yoga classes, aerial yoga classes, health programs and other exercise and healing arts activities (collectively, the “Activities”) offered by Teacher.

_____ (initial)

6.2. Student recognizes that Student must be in good physical and mental health to participate in the Activities. Student understands that the Activities require physical exertion and Student represents and warrants that Student is physically fit and has no medical condition that would prevent full participation in the Activities. Student understands that it is Student’s responsibility to consult with a physician prior to and regarding participation in the Activities. If Student has consulted a physician, Student has taken the physician’s advice. Student will communicate with teacher if their weight is 225 lbs or more to ensure suggested props will be rated to provide proper support.

_____ (initial)

6.3. Student is in proper physical condition to participate in the Activities, and is aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury and potentially heart attack. Student also understands that Student could experience muscle, back, or bone injuries during exercise. Student understands his or her physical limitations and is sufficiently self-aware to stop physical activity before Student becomes ill or injured. Student understands that it is his or her continuing responsibility to inform the Teacher of any previous medical conditions, injuries or surgeries prior to the first class and any future changes to Student’s medical condition.

_____ (initial)

6.4. Student understands that yoga and aerial yoga activities involves the inherent risk of physical injuries or other damage, including but not limited to serious or catastrophic personal injuries and death, injury to the head, neck, or spine, injury to the muscular or skeletal systems, injury to internal organs, scratches, cuts, burns, bruises, strains, sprains, contusions, loss or damage to sight, teeth, or hearing, paralysis, heart attacks, concussions, brain damage, long or short-term disability, and mental injury. In consideration of being permitted to participate in the Activities, Student agrees to assume full responsibility for any risks, injuries or damages, known or unknown, which Student might incur as a result of participating in the Activities.

_____ (initial)

6.5. In further consideration of being permitted to participate in the Activities, Student knowingly, voluntarily and expressly waive any “Claims” (as defined below) Student may have against Teacher or Teacher’s premises (a “Released Party”) for any injury or damages that Student may sustain as a result of participating in the Activities even if the Claims arise from the carelessness, negligence or gross



negligence of any Released Party or anyone else. Student agrees to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by Student or anyone making a Claim on Student's behalf, even if the Claim is alleged to or did result from the carelessness, negligence or gross negligence of any Released Party or anyone else.

"Claims" include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that Student may suffer, Student's children may suffer or that Student's unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

_____ (initial)

6.6. Student's heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party. This agreement shall be construed in accordance with, and governed by, the laws of the State of California.

_____ (initial)

6.7. Student acknowledges that Student has carefully read this release and waiver of liability and fully understands its contents. Student voluntarily and knowingly agrees to the terms and conditions stated herein. Student is aware that by signing this release and waiver of liability, Student is giving up substantial rights, including the right to sue and certain legal rights Student's heirs, next of kin, executors, administrators and assigns may have against any Released Party.

The parties have signed this Agreement as of last date set forth below.

_____ (initial)

Signature of Student

Date

Emergency Contact: _____

Relationship: _____

Phone: _____