



## SERVICE AGREEMENT

Welcome! Why You're Reading this Document The following Service Agreement (the "Agreement") will clearly communicate my expectations in working together as I build your yoga practice. Please raise any questions before signing to ensure we are on the same page moving forward. Let's do this!

In exchange for agreeing to work with Yogatation, you agree to be bound by the following conditions.

### Contractual Terms

1. Parties. This Agreement is made between Yogatation, a Sole Proprietorship operating in the Province of Ontario ("Yogatation "I", "me", and "my") and you, the undersigned (electronically or by hand) or the person who has clicked "I Agree" to this Agreement ("you" and "your").

2. My Commitment to You. I promise to provide you with engaging Yoga Instruction and Ayurvedic Health and Wellness Coaching, which includes (the "Services") either online or in-person, as outlined on our webpage at <https://www.yogatation.ca>.

Here is what you can expect from me:

2.1. I will provide quality classes and instructions during the Services.

2.2. I am committed to providing an inclusive environment that is mindful of equality and transparency and protecting the confidentiality and privacy of all of my clients.

2.3. I will provide uplifting Ayurvedic Health and Wellness Coaching.

2.4. I will protect your privacy by not disclosing medical history and/or injuries.

2.5. I will offer hands-on adjustments and assistance provided I have your consent to do so at the beginning of each class.

3. Our Vibe. I am so excited to lead you in yoga practice and work with you through Ayurvedic Health and Wellness Coaching. I take a holistic body-mind-soul approach to my teachings that are both light-hearted and deep-rooted.

4. What I Expect of You. Just as you invest in me, I also invest time and energy in you. For you to gain the most from our practice together and the Services, here is what I expect of you:

4.1. Time Integrity. Let's honor our time. Time integrity and keeping your word is important. Be not only on time for your yoga class or ayurvedic session, be early. Make it a habit to arrive early. Be mindful that even if you have pre-signed into a yoga class, your spot will be given away if you do not arrive five (5) minutes before class begins to check in (this especially applies for online (via Zoom) and in-studio classes.

4.2. Mindfulness. Please be mindful of our time together by turning off your phone, removing all distractions, and honoring the length of the Services.

4.3. Ownership. You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.

4.4. Commitment. I expect you to be committed to the Services and your practice and that you will do things to help you improve your own body.

4.5. Communication. I expect you to be upfront and honest about how your body works, what pains you have and your medical history. I can't help if I don't know what you are experiencing!

4.6. Wear Decent Yoga Clothing. For our Yoga instruction, we expect you to wear non-revealing clothing that will not reveal your private parts in full (or partial) glory to your fellow yogini when you are upside down, in some twisted pretzel, or drenched in perspiration. Furthermore, wear clothing that you are comfortable in and that will allow you to move freely without restrictions.

5. Term + Termination. The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Yogatation (the "Term").

5.1. Either party may terminate the Agreement at any time by providing 14 days advance written notice to the other party (email or text is fine). However, if you terminate the Agreement before the term is complete, you will be obligated to make all payments as outlined on our webpage at <https://www.yogatation.ca>.

5.2. Yogatation reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in above, and you will not be entitled to any refunds or any continued working relationship with Yogatation.

6. Payment. Payment details and cost for the Services are outlined on our webpage at <https://www.yogatation.ca>.

7. Cancellations and Refunds. Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how I've drafted my cancellation and refund policy:

7.1. Refunds. Our Services are non-refundable. We do also not provide transfers of the Services, including for memberships or passes.

7.2. Cancellations. Please give 24 hours notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement.

8. No Guarantees. Yogatation cannot guarantee the success of the Services. I promise to provide you with the opportunity and yoga practice to support you and see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from my Services.

9. Ownership of Materials. All the content that I have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.

10. Media Release. You agree to grant me the irrevocable right and permission to use, throughout the world and in perpetuity, your image, video content, likeness, motion pictures, photographs, videotapes, recordings or any other record of your participation in the Services, for any purpose, including commercial use. Translation: you give me permission with no take-backs to use images, video, and any other recording of you anywhere in the world, for any purpose, forever. For example, if I film a promo video of any of the Services and it has you in it then I am allowed to post it on my website, social media pages, or use it for any purpose whatsoever without asking you for permission. If you really don't want something up on the internet, you can always nicely ask me to take it down. In most cases, that won't be a problem.

11. Waiver Release. Before you practice yoga with Yogatation and participate in the Services, you must sign (electronically, by hand, or by clicking 'I Agree') the waiver provided to you by me. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that I can be absolutely sure you understand and agree to it.

12. General Indemnity. You hereby fully indemnify Yogatation, Yogatation and any of its members, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "Indemnified Parties") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in providing the Services, provided that where Yogatation has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

13. Standard Legal Things. Jurisdiction. This Agreement will be governed exclusively by the laws of the Province of Ontario. Severability. If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. Survival. Provisions 9, 10, 11 and 12 will survive the termination of this Agreement. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. Waiver of Breach. The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. Notice. For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. Headings. The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Online Agreement.

I agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," the effect of which will be the same as if I signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!

## WAIVER AGREEMENT

### Why You're Reading This Document

Welcome to Yogatation! Before participating in our Yoga Instruction and Ayurvedic Health and Wellness Services, please take the time to thoroughly read, understand, and agree to this Waiver and Release of Liability (the "Waiver"). If you have any questions, please contact us before signing this so we can be sure to be on the same page.

The purpose of this Waiver is to help protect both you and us. For your benefit, we want to be crystal clear that health and wellness coaching comes with risks. Although these risks cannot always be predicted, we want to make you aware of some of the most common and most dangerous ones so that you can take proper precautions and make a more informed decision about whether our Services are right for you.

This Waiver also protects us from lawsuits because we cannot operate and help our clients if we have to fear being sued, whether the claims are real, perceived, or frivolous. We do our best to provide the best information possible, but ultimately, your health choices are yours alone. For this reason, by signing or otherwise agreeing to this Waiver, you will be agreeing not to sue us for any reason, regardless of fault. You will also be bound to all other terms of the Waiver.

If you are under the Age of Majority in the Province of Ontario (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS, YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. Parties. We will refer to Yogatation, a Sole Proprietorship registered in the Province of Ontario, as "Yogatation", "us" or "we" or "our", and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".

2. The Services. While with us at Yogatation, you may receive the following mindful and centered services and more (the "Services"):

2.1. Our Yoga Instruction includes various levels of mindful and centered yoga, including hatha yoga, beginner yoga, foundations of yoga, and chakra teachings. These disciplines include stretching and flexibility training with yoga poses, body weight and strength exercises, basic asanas, breath work, meditation and relaxation. The constant in these classes is that the Services involve stretching and performing yoga poses.

2.2. The Services may involve receiving adjustments or tactile cueing from instructors, so please advise in advance if you do not want adjustments.

2.3. Ayurvedic Health & Wellness Coaching.

2.4. The Services also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of Yogatation's facilities, including outdoors. We need you to acknowledge that you are responsible for the safe facilitation of Services outside our facilities.

2.5. The Services also include our recommendation or sale of products or third-party services. We may receive affiliate commissions from any such sales. If you have any questions about this, please consult our Privacy Policy or ask us directly.

2.6. Please note that this list may not be comprehensive. Health and wellness coaching is an evolving field in which practitioners continually learn new and improved techniques and modalities. Therefore, this Waiver will apply fully even if you receive a Service not explicitly listed here.

3. Equipment. In the course of the Services, you may use a variety of equipment, which could include but is not limited to blocks, bolsters, straps, mats, resistance bands, pillows, dumbbells, foam rollers, and massage balls (the "Equipment"). Please do not use any equipment not instructed by Yogatation. You understand that while we will do everything to reasonably maintain the equipment, it is possible that the equipment may break or fail, and the risks of any such failure may result in the risks outlined below.

3.1. Please note that we may add new and different Equipment in the future in providing the Services which will be similar to the Equipment listed above. You accept the risk of any future and similar related Equipment you may use to participate in the Services.

4. Inherent Risks. You understand that receiving the services may pose inherent risks, some more serious than others. These risks can result in serious harm and injuries that could change your quality of life, your ability to earn an income and, in very rare and extreme circumstances, could even result in death.

4.1. Risks from diet change, supplements, and detoxes. Whenever you put something new into your body, there is a risk. Here, we list some relatively common and some uncommon but very serious inherent risks.

4.1.1. Relatively Common Risks. While many people experience no side effects when changing their diet, taking new supplements, or detoxing, others do. Some relatively common risks and side effects include headaches, diarrhea, loose stool, stomach/gut pain or inflammation, vomiting, exhaustion, sleep issues, and over-supplementation or improper supplementation of nutrients.

4.1.2. Allergies. You may have a previously unknown allergy to a new food or supplement. Specific symptoms and side effects of allergic reactions can be unpredictable and can range from mild discomfort and nausea, to fever and rash, to hospitalization and death. It is simply impossible to list every risk of an allergic reaction. Therefore, if you have strong allergic reactions, please be aware of the ingredients of anything we recommend and consult your doctor or other medical professional as necessary.

4.1.3. Pre-existing Medical Conditions. As with allergies, we cannot list every possible medical condition and the associated risks. However, if you have any liver or kidney conditions or diseases, type 1 diabetes, or if you are pregnant or breastfeeding, we do not recommend detoxing and suggest you be very careful about diet changes or starting new supplements. Additionally, if you have had a stroke, heart or circulation issues, gallbladder problems (or removal), blood clots, or have had your stomach stapled, you should be extra cautious and consider talking to your doctor before commencing any change in your diet, supplements, or detoxing.

4.1.4. Interaction with Pharmaceuticals. If you are taking pharmaceuticals, you should be aware that they can be counteracted, enhanced, or otherwise affected by the food and supplements you take. Some particular pharmaceuticals of concern include blood thinners, blood pressure medication, and heart medications, but there are many more. If you are uncertain about how any food or supplement will interact with a pharmaceutical you are taking, we suggest that you discuss this with your pharmacist or doctor beforehand.

5. Risks from Physical Exercise. While physical exercise is an important part of your overall health, it is important to know your own body and not push yourself too far, too fast. Some common risks associated with physical exercise may include soreness, muscle tears and strains, sprained ligaments, bruises and broken bones (from falling), dizziness and fainting, and nerve injury. While very uncommon, it is possible for someone pushing themselves too far to have a heart attack or other serious ailment. Please be careful and listen to your body.

5.1. Risks of physical injury may include but are not limited to things like muscle tears, strains, and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, fainting, head injuries, concussions or concussion symptoms and PTSD.

5.2. There is also a risk of exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and the use of shared space, surfaces, or Equipment.

5.3. If you are pregnant or post-natal, as with any physical activity, there are additional risks to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.

5.4. Participating in the Services online poses risks, as there is no in-person supervision or space provided. You will, therefore, need to ensure the safety of the Services by using your

judgment on how to best practice them, not pushing yourself too far and not attempting anything you feel unsure how to perform.

5.5. If the Services are being performed outdoors, there are additional risks such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants, and other environmental factors. You understand and agree it is your responsibility to ensure a safe space and environment to perform the Services.

5.6. We would like to emphasize that your release of our liability is not limited in any way to these risks. The risks listed above are only examples. To be completely clear, you are agreeing not to sue us at all.

6. Life and Health Coaching. Life and Health coaching can touch many areas of your life, including mental health, career, family, friendships, and more. In receiving life and health coaching services, you may begin changing your life in many ways. For example, you may confront difficult issues and realize suppressed thoughts or feelings. There is a risk this could lead to distress, depression, anxiety, and other mental health concerns as you work on yourself. You may also experience changes to your relationships, both positive and negative, as you reevaluate your personal interactions. Additionally, you may make changes associated with your career, which could lead to a loss in income. Although we provide you with the best information and support we can, there is a risk that your changes will result in short- or long-term negative effects.

7. Group Coaching. The risks we discuss above may be enhanced when receiving coaching in a group setting. Every body, mind and soul is different. Solutions that benefit most people may have the opposite effect on you.

8. Affirmation of Health. By participating in any Services with Yogatation, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to engage in the Services. If you have any pre-existing medical conditions (e.g., asthma, diabetes, heart disease), physical injuries, weakness, or are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Services. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Services.

9. Medical Disclaimer. You fully understand that Yogatation is not a medical professional and that the Services and any information, consultation and facilitation provided by Yogatation do not constitute medical treatment or advice. You acknowledge and agree that using any dietary, lifestyle or wellness recommendations or information is completely voluntary, and you are solely responsible for freely choosing to implement them. Regarding any physical or mental health problems, ailments, conditions, eating disorders, or other diseases, you are now being advised that it is your responsibility to obtain competent medical advice from a licensed medical or mental health professional. You understand and agree that any service rendered by Yogatation is not designed to diagnose, cure or prevent any disease, pain, deformity, injury, or mental or physical condition of any kind. You hereby agree to this waiver and release us freely and

voluntarily. You affirm you have had the opportunity to discuss this Agreement with your own independent legal counsel prior to agreeing to it. You acknowledge that Yogatation would not otherwise offer the Services if not for this waiver and release agreement.

10. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Services with Yogatation. Your signature below, electronic signature or clicking 'I Agree', and your participation in the classes with Yogatation illustrates your voluntary engagement and assumption of the risks of the Services.

11. Release, Waiver and Indemnity. You hereby release, hold harmless, indemnify and waive any claims against Yogatation, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of Yogatation's negligence, during your participation in the Services with Yogatation. You are releasing the Released Parties at your own risk, and you agree to forfeit any and all forms of legal recourse that may be available to you, including but not limited to any form of damages, as a result of your participation in the Services. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.

12. Media Release. We think you're awesome and want to show you off! By being a student with Yogatation, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, and audio recordings captured of you on the premises or participating in the Services or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.

13. Continued Agreement. Agreement to this Waiver will act as your continued agreement to all ensuing classes, sessions and/or workshops, whether in person, online, or via video conferencing tool.

14. Valuables. You agree that we are not responsible for the loss or damage of any personal property you bring or leave with Yogatation.

15. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the Province of Ontario. Severability. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only, and none of the content in the headings is intended to be legally binding.

Online Agreement.

We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.