

## **BYB Yoga Teacher's Training**

### **TERMS AND CONDITIONS**

#### ***Please Read Carefully***

**1. Definition of Parties.** In this contract the terms "we" and "BYB" refer to Balance Your Body Yoga, doing business as BYB yoga; and the terms "you", "student" and "applicant" refer to that person whose signature appears on page one of the contract.

**2. Admission Requirements.** Applicants must be in reasonably good health to undertake training. Any applicants with physical limitations are welcome to apply. We will do all we can to make our training accessible to any who wish to make the effort. Those who believe they will need special consideration for their physical ability should consult with a BYB trainer so any accommodations may be anticipated before the program begins.

**3. Cancellation of Course.** In the event of insufficient enrollment or for conditions outside of our control, we may, at any time prior to the start of the Teacher Training Program, be required to cancel the program, in which case any course fees paid will be refunded (unfortunately we are unable to provide any further compensation).

**4. Rejection or Cancellation of Registration.** Due to the nature of the this teacher's training program, we reserve the right to decline or cancel any registration at any time prior to the start of the course, in which case any program fees paid will be refunded (unfortunately we are unable to provide any further compensation).

**5. Dismissal During Course.** To ensure as much as possible the enjoyment of all students, inappropriate behavior by a student during the teacher's training program (as determined by the course instructor, acting reasonably) will not be tolerated and may result in the student being given written notice and having to leave immediately, and the student's registration canceled, subject to paragraph 7 below, without any refund or compensation. Inappropriate behavior includes absenteeism for longer than two consecutive days of classes without informing a BYB representative and providing a reasonable explanation. Inappropriate behavior also includes cheating or plagiarism, theft or non-accidental damage to BYB's property. Behavior displaying insubordination, refusal to co-operate with instructors, fellow students or schedules, use of alcohol or non-prescription drugs in class or attending classes under the influence of alcohol or non-prescription drugs, flagrant disrespect of BYB's rules of conduct and policies, and non-payment of scheduled tuition fee payments, if applicable.

**6. Refund Policy - Before Start of Course.** A student must provide written notice to BYB if he or she wishes to withdraw from the teacher's training program. Where total fees have not yet been collected, BYB is not responsible for refunding more than has been collected to date. If BYB receives such written notice less than seven (7) calendar days after this contract is made and before the teacher's training program starts, BYB may retain \$100 of the tuition.

**7. Refund Policy - After Start of Course.** Where total fees have not yet been collected, BYB is not responsible for refunding more than has been collected to date.

The student must make written notice of intention to withdraw from the program. Absences of more than two consecutive classes without written notice will result in cancellation of the program without any refund or compensation.

For students who paid for the total program in advance. The percentage of the program attended will be calculated. This amount will be subtracted from the total fee as well as a \$200 processing fee.

For students who are on a payment plan. The percentage of the program attended will be calculated. This amount will be subtracted from the percentage of the program they have paid for as well as a \$200 processing fee.

**9. Student Evaluation.** Program evaluation will take place by a minimum of one written test and one practical evaluation for each level of training completed. Certification requires the student to pass both parts of this evaluation.

**10. Certification.** Upon successful completion of the Program, graduates will be awarded one of the following designations:

1. BYB 90 hour certification for Recuperative and Beginning level classes.
2. BYB 200 hour certification for Recuperative and Beginning level classes.
3. BYB 200 hour certification for Boustany Hatha Yoga classes.
4. BYB 500 hour certification for Recuperative and Beginning level classes.
5. BYB 500 hour certification for Boustany Hatha Yoga classes.

BYB will issue and mail certificates within one month of the completion of Program requirements.

**11. Certification Withheld.** Please note that BYB reserves the right to withhold certification from any student who has completed all tangible program requirements but is, in the opinion of BYB, not competent or qualified to teach yoga, is unable to adequately represent BYB's teaching principles and ethics; or is unable to deal effectively and or appropriately with yoga students. Additionally, students will not receive their diploma or certificate until all program fees have been paid in full.

**12. Photo Release.** You hereby irrevocably grant to BYB (for all media throughout the world (including print, home video, CD-ROM, DVD, internet and any other electronic medium presently in existence or invented in the future) the right to use, including, without limitation, the right to exhibit, display, broadcast, distribute and create derivative works of and incorporate (alone or together with other materials), in whole or in part, photographs and video footage taken of you as a result of your participation in approved BYB activities (the "Property"). You hereby relinquish any right that you may have to examine or approve any completed products, advertising or printed matter that may use the Property. This agreement shall not obligate BYB to use the Property or to use any of the rights granted hereunder. BYB shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person or legal entity.

**13. Waiver of Right to Sue.** You waive any and all claims you may now and in the future have against, and release and forever discharge from all liability, and agree not to sue, BYB, or any of either of its owners, operators, instructors, volunteers or other representatives (all together, the "BYB Group") for any personal injury, death, property damage or loss sustained by the applicant as a result of the applicant's participation in the Teacher Training Program and in connection with the Property due to

any cause whatsoever, including and without limitation, active or passive negligence, imprudence, lack of skill, error or judgment, breach of contract, or breach of statutory duty of care on the part of any of the BYB Group. Without limiting the foregoing, you hereby agree that you will not bring or consent to others bringing claims or actions against the BYB Group, or any member thereof, on the grounds that anything contained in the Property or the use thereof is defamatory, reflects adversely on you, violates any other right whatsoever, including, without limitation, rights of privacy and publicity.

**14. Indemnity.** You agree to save harmless and indemnify the BYB Group from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from your participation in the Teacher Training Program.