



Terms & Conditions, Waiver and Digital Media Release

1. Terms of Agreement

If you continue to browse and use this website and/or attend our classes, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Yoga with Meg relationship with you in relation to this website and our service(s). If you disagree with any part of these terms and conditions, please do not use our website/services.

The term 'Yoga with Meg' or 'us' or 'we' refers to the owner of the website. The term 'you' and 'I' refers to the student or user or viewer of our website.

We reserve the right to change any information on this site at any time, to include, but not be limited to, class times, locations, teachers, terms and conditions and prices.

2. 14 Day Intro Offer

The 14 consecutive days will commence from the students first visit. Expiry for class passes will only be extended if the student has sustained an injury or medical condition and can provide sufficient proof.

3. Membership Policy

- Payments are processed via autopay and credit or debit card
- Written **email** notice of at least 14 days prior to the next payment date is required if a client wishes to withdraw from future monthly classes and have their monthly payment cancelled or alter their class package.
- Payments will be processed via autopay according to the yoga program package the client chose, unless instructed otherwise in writing at least 14 days prior to the next payment.
- Members are entitled pause their monthly program for a maximum of x2 months/year

4. Refund Policy

No refunds, all sales are final. Payments are non-refundable and non-transferable

5. Disclaimer Acceptance

Before you take your first session with us we will require acceptance of the following statement: 'I hereby agree to expressly assume and accept all and any risks of injury or damage. If I choose



not to take advice, or to disregard any advice so given, I do so voluntarily and accept liability for all resulting injuries or damage. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or facilities except as herein stated. I acknowledge that I have either had a physical examination and have been given my doctors permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my doctor and do hereby assume all responsibility for my participation and activities, and utilisation of equipment in my activities. This statement applies to every class/private class/online class/workshop/event you take with us. If this statement is not accepted, admission to the class will be refused and any monies paid in advance will not be refunded.

6. Injury / Pregnancy / Medical conditions

It is the members responsibility to inform the teacher of any injury/medical conditions before the start of every session, and we reserve the right to refuse entry on this basis. If you are new to physical exercise it is advisable that you consult a doctor or physician before attending class. If you are pregnant you should not attend our classes as our teachers are not qualified to teach pregnancy yoga.

7. Alcohol / Drugs

Members should not practise under the influence of alcohol and/or drugs and will result in immediate dismissal from the class.

8. Right to Refuse

We reserve the right to refuse entry to the class. We reserve the right to dismiss a member from the class at any time at the teachers discretion with no refund being issued.

9. Clothing

We recommend members wearing light clothing and we practise bare feet.

10. Privacy Policy

In any contact you make with us to include the new member form, we will use your email address to contact you regarding important class updates and special offers. You can unsubscribe to this email service at any time by selecting the unsubscribe button at the base of the email.



11. Online Payments

Online payments are provided by the payments service provider Netbanx (on behalf of Optimal Payments and MindBody Online). Upon selecting the payment button on our payments page you will be taken away from Yoga with Meg's website to our secure section on the MindBody Online website. By using this service you agree that Yoga with Meg is not responsible for the capture of personal and/or financial data.

12. Payment Cards Accepted.

The following cards are accepted for online payment: VISA/MASTER CARD

13. Cancellation Policy

Cancellation of class bookings require 12 hour notice. If you cancel within 12 hours, a class credit will be taken as if you'd attended the class, if you cancel 12 hours or more before the class you will get a class credit back to use within the expiry date of your passes.

14. Use of Website

The use of this website is subject to the following terms of use: The content of the pages of this website is for your general information and use only, and is subject to change without notice. This website uses cookies to monitor browsing preferences. Your information is secure and will not be passed on to any third parties. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website or in our classes is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked



website(s). Your use of this website and/or our service and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

15. PCI Compliance

This site is protected by Trustwave's Trusted Commerce program.

Liability Waiver, Release and Informed Consent

1) I have enrolled in the yoga program offered by Yoga with Meg which includes each of and, all of the classes, offered by Yoga with Meg, including without limitation, classes/online classes/workshops/programmes/events of Yoga with Meg, to use the facilities and equipment owned and / or under their control, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge the above identities from any and all responsibility or liability for injuries or damages resulting from my participation in any activities or my use of equipment or facilities in the above mentioned activity.

2) I understand that strength, flexibility and yoga exercise, including the use of equipment, in a variety of environments, are potentially hazardous activities. I also understand that exercise and fitness activities involve a risk of injury and that I am voluntarily participating in these activities and using equipment and facilities with the knowledge of the dangers involved.

3) I hereby represent to Yoga with Meg that I am in good physical and mental health, medical condition, and overall fitness. I have no pre-existing condition, nor any knowledge or reason to know that Yoga with Meg should not accept my enrolment.

4) In order to participate in any of the Yoga classes/online classes/workshops/programmes/events, I will accept and follow without question all instructions given to me including, without limitation, those about performing the postures and correct alignment in each of the above mentioned activities. I am aware that any deviation from the instructions given, may put me at risk and I fully and completely accept all consequences arising directly or indirectly therewith. I hereby certify to Yoga with Meg, each and every time that I attend the above mentioned activities, that **(a)** I have not had a fever within the past 48 hours, **(b)** I have not been in close contact with anyone diagnosed with COVID-19, **(c)** I have not



travelled within the past 14 days to any region that is considered a “COVID-19 Hot-spot” and/or
(d) I am not experiencing any shortness of breath.

5) I understand that participation in any or all of the Yoga Classes/online classes/workshops/programmes/events includes possible exposure to and illness from infectious diseases, including but not limited to, COVID-19, MRSA and Influenza. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist and thus, I HEREBY KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS TO EXPOSURE OF ANY INFECTIOUS DISEASE (including without limitation COVID-19), BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation in any of the above mentioned activities.

6) I hereby agree to expressly assume and accept all and any risks of injury or damage. If I choose not to take advice, or to disregard any advice given, I do so voluntarily and accept liability for all resulting injuries or damage.

7) I willingly agree to comply with all of the stated and customary terms and conditions for participation in the Yoga classes/online classes/workshops/programmes/events as it relates to protection against infectious diseases.

8) I hereby understand, acknowledge and agree that each of the foregoing provisions apply to each, Yoga classes/online classes/workshops/programmes/events of Yoga with Meg, at the studio AND each class broadcast to me under the direction of Yoga with Meg via live stream, video or other technology. I hereby acknowledge and agree that remote participation of any class is done so at my own risk and all terms contained herein shall apply to such participation.

17 - Digital Media

I hereby grant Yoga with Meg permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of Yoga with Meg and will not be returned.

I hereby irrevocably authorise Yoga with Meg to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the



finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

18 - Physical adjustments

Teachers at YWM may provide physical hands on assists during the session. You must inform the teacher immediately should you not want to be physically adjusted during the session. (This is not relevant during the COVID 19 Crisis.)

19 - Live-streamed and recorded classes

By participating in our live-streamed and recorded yoga classes you understand that neither the individual teachers nor Yoga with Meg will be liable for any damage or injury resulting from your use of this service. You understand that classes may be physically strenuous and you voluntarily participate in them with the knowledge that there is risk of accident or injury. The teacher may not be able to give you personal feedback during the class. You must not practise to the extent of strain or pain. Ensure that you practise in a suitably sized space with no risk of harm. The access details are intended for use by the recipient only and must not be shared with anyone else.

20 - Mobile phones

All mobile phones must be switched off or on silent and put away before the start of the session. Strictly no phones next to your yoga mat. Should you need to have your phone with you as a one off (i.e. you are waiting for an emergency call) you must notify the teacher before the session for permission. You are not permitted to audio/video record the session unless given permission from the teacher.

21 - Personal belongings

We take no responsibility for any damaged personal item.

I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or facilities except as herein stated.



I acknowledge that I have either had a physical examination and have been given my doctors permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my doctor and do hereby assume all responsibility for my participation and activities, and utilisation of equipment in my activities.

22 - Acknowledge

By accepting this agreement, I acknowledge and represent that I have read the foregoing terms & conditions of this agreement and fully understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.