

Brilliant Waters Yoga

Private Student Agreement

This Private Student Agreement (the "Agreement") is entered into between Kenneth J. Pronovici d/b/a Brilliant Waters Yoga ("Teacher") and _____, a ("Student").

Teacher and Student agree as follows:

Section 1. No Cost to Student

Teacher is offering these private lessons to Student without charge.

Section 2. Schedule & Cancellation

Lesson times and durations will be scheduled in a mutually agreed-upon written form, such as email or text messages. Student recognizes that Teacher's time is valuable, and agrees to provide Teacher as much notice as possible of cancellation, preferably at least 24 hours except in the case of an emergency. Teacher understands that miscommunications and forgotten appointments may happen from time to time.

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.

Section 4. Release

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

4.2 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 which would prevent full participation in the Activities. Student understands that it is Student's responsibility to consult with a physician prior to and regarding my participation in the Activities. If Student has consulted a physician, Student has taken the physician's advice.

4.3 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.

4.4 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.

4.5. 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 assistants (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.

4.6. 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.

4.7 Student acknowledges that Student has carefully read this release and waiver of liability and fully understand 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.

Signature of teacher:

_____ Date: _____

Signature of student:

_____ Date: _____

If Student is under 18:

As legal guardian of _____, I consent to the above Private Student Agreement.

Signature of parent/guardian:

_____ Date: _____