



SERVICE AGREEMENT

Welcome!

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. If you have any questions, please raise any questions before signing to make sure we are all on the same page moving forward.

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

Contractual Terms

1. **Parties.** This Agreement is made between Yoga Shapes Wellness, LLC, a Limited Liability Company operating in the State of Texas (“**Yoga Shapes**,” “**we**,” “**us**,” and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” (or something similar) to this Agreement (“**you**” and “**your**”).
2. **Our Commitment to You.** We promise to provide you with Kids' Yoga Instruction services, as outlined in Schedule “A” Services (the “**Services**”). In order to provide the best possible experience, we will also do the following:
 - 2.1. It is our goal to help you/your child achieve and exceed their personal wellness goals. With this in mind, we will strive to provide you/them with the highest quality Kids' Yoga Instruction Services to exceed your expectations.
 - 2.2. Our one-on-one programs will be customized to you/your child's unique individual needs, goals and abilities, while group programs will take into consideration the current level and general fitness profiles of registered participants.
 - 2.3. Communication is important to us, so we will do our best to clearly communicate with you about any preparation instructions, follow-up information or scheduling details related to your Services.
 - 2.4. You/Your child can expect to:
 - 2.4.1. Move your/their body
 - 2.4.2. Practice stillness and mindfulness
 - 2.4.3. Feel safe.
 - 2.4.4. Be treated with respect.
 - 2.4.5. Have fun.
 - 2.4.6. Use your/their imagination.
 - 2.4.7. Explore your/their breath and how it affects your/their energy and emotions.
 - 2.4.8. Be treated with kindness.
 - 2.4.9. Be listened to.
 - 2.4.10. Feel accepted and appreciated for who you/they are.
3. **Qualifications.** We hold the following professional qualifications and certifications:
 - 3.1. 200 YTT-certified Yoga Teacher through Yoga Alliance
 - 3.2. Certified in the Foundations of Kids Yoga through The Little Yoga House of Austin, TX
 - 3.3. Insurance - \$2,000,000 coverage



3.4. Cleared to work in preschools by Texas Health and Human Services, Child Care Regulation, CBCU

3.5. CPR Certified

3.6. Training in Got Sport's Safe Sport Course and Praesidium's Healthy Boundaries and Inclusion courses.

4. Scope of Practice. The scope of our practice is as follows:

4.1. Here is what we will be doing together:

- 4.1.1. We provide classes, events and curriculum in yoga, mindfulness, breathwork, meditation and other activities that contribute to wellness and a healthy body and mind.
- 4.1.2. We practice poses, flows, and movement.
- 4.1.3. We practice breathing, mindfulness and relaxation exercises.
- 4.1.4. We incorporate yoga, breathing and mindfulness into games, dance, stories, movement, creative play, and other activities that help support and develop a healthy body and mind.
- 4.1.5. We cultivate awareness of the breath and its influence on our energy and emotions.
- 4.1.6. We are present in the moment.
- 4.1.7. We work to develop focus and practice active listening.
- 4.1.8. We use a wide variety of supplies, props and other objects to support and deepen our practice.
- 4.1.9. We emphasize teamwork, kindness and treating others with respect and compassion.
- 4.1.10. We emphasize the experience, the moment, and the journey over a future destination or result.
- 4.1.11. We encourage individuality rather than competition and creativity rather than a prescribed result. How our poses look is not as important as what we learn from them.
- 4.1.12. Our primary focus is kids' yoga, but we teach students of all ages.
- 4.1.13. We design our classes for the developmental needs of the student's age group.
- 4.1.14. We create an environment in which students are safe to explore their movement, breath and creativity.
- 4.1.15. We take time during our classes and events to be calm, still and grounded.
- 4.1.16. We practice non-violence, non-judgement and truthfulness.
- 4.1.17. We promote physical and mental flexibility and strength.
- 4.1.18. We practice acceptance and appreciation of differences and celebrate each individual for who they uniquely are.



4.2. Here is what we will not be doing together:

- 4.2.1. We do not focus on competition or performance. Our practices are for ourselves, our wellness and for positive and joyful interactions with others.
- 4.2.2. We do not provide medical advice.
- 4.2.3. We do not force or pressure students to participate in any activities; instead, we let students make their own decisions about what they feel comfortable participating in.
- 4.2.4. We do not allow bullying or teasing.
- 4.2.5. We expect that students will keep their hands to themselves and will interact kindly and gently with others.
- 4.2.6. We do not provide grades, ratings or progress reports. We enjoy acknowledging learning and growth, but we don't measure students' progress against each other.

5. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:

- 5.1. **Respect.** We expect you to show kindness and respect to all staff, other participants, and everyone you interact with at Yoga Shapes. Be gentle with classmates and supplies.
- 5.2. **Time Integrity.** We expect you to commit to your personal wellness by showing up on time to each scheduled session, ready to participate. We also expect you to honor the cancellation policy detailed below.
- 5.3. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
- 5.4. **Media Release.** The purpose of this Media Release (the “**Release**”) is for you to give us permission to use any photos or videos we capture of you or your child as we are preparing to record content to stream online. We want it to be perfectly clear that you are giving away the irrevocable rights of your or your child’s audio, video, photo and other recordings to Yoga Shapes. In addition to this, by signing this Release, you understand that we are creating a ‘Work for Hire’ relationship, where all intellectual property ownership in all materials created will forever belong to Yoga Shapes.
 - 5.4.1. **On-Camera Release.** You hereby grant to Yoga Shapes Wellness, LLC, a Limited Liability Company operating in the State of Texas, and any of its subsidiaries, affiliates, successors, licensees and assigns (collectively, “**Yoga Shapes**” or “us”) the worldwide, irrevocable, perpetual right to photograph and record you or your child on video or film, edit and use any such photographs or recordings, including your or your child’s voice, movements, musical or other sound effects, as well as your or your child’s biographical information and testimonials, for any purpose, including commercial use, in any and all media, now known or hereafter devised.
 - 5.4.2. **Materials Release.** You hereby grant to Yoga Shapes the worldwide, irrevocable, non-exclusive, perpetual right to use the copyrighted photographs and/or video recordings, taken by you or of you or your child, which you either provide to Yoga Shapes or which Yoga Shapes takes of you (the “**Licensed Material**”) for any purpose, including commercial use and resale, in any and all media, now known or hereafter devised. Yoga Shapes’ use of the Licensed Material shall be subject to an arrangement made between you and Yoga Shapes. You warrant and represent that you have the right and authority to grant these rights, that the consent of no other person or company



is required to enable Yoga Shapes to use the Licensed Material, and that such use will not violate the rights of any kind of third parties.

5.4.3. Release of Liability. You hereby release Yoga Shapes from any and all claims and demands of any nature whatsoever arising out of or in connection with it exercising its rights under this Media Release Agreement, including, without limitation, any and all claims for invasion of privacy, infringement on the right of publicity or personality, defamation (including libel and slander), and infringement of moral rights and other personal and/or property rights. Further, 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. You hereby agree to indemnify and hold harmless Yoga Shapes and its members, officers, directors, employees, volunteers, agents, heirs, executors, administrators, successors and assigns from any and all liability resulting from our use of the Licensed Materials.

5.4.4. Ownership of Licensed Materials. You understand that in signing this agreement, either by hand or electronically or clicking "I Agree", you are irrevocably assigning, across all jurisdictions in the world and forever, any intellectual property rights you have in the Licensed Materials, however, they were created. Yoga Shapes will always have full intellectual property ownership of the Licensed Materials, and this is a work-for-hire provision, where Yoga Shapes is paying you to keep all ownership in the Licensed Materials.

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

5.6. Communication. We expect you to be upfront and honest about how your body works, what pains you have and your medical history. Tell us if something doesn't feel right or isn't working for you today. We can't help if we don't know what you are experiencing!

5.7. Honesty. Always be yourself and remain honest with yourself.

5.8. Touching. We expect you to respect that there is no touching without consent.

5.9. Payment. Payment must always be made on time!

6. Term and 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 Yoga Shapes (the "**Term**").

6.1. The Agreement may be terminated by either party at any time by providing 14 days advance written notice to the other party via email. However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.

7. Payment. Payment details and cost for the Services are outlined in Schedule "A" Services.

7.1. Payment Method on File. You may elect to keep a credit card or other method on file with us. By placing a card on file, the cardholder and account holder give permission to Yoga Shapes' staff to charge the card for any session, auto-debit membership and/or cancellation fees (if applicable) accrued in accordance with the cancellation policy detailed below.

7.2. Declined Charge. In the event of a declined credit card/debit card when charging for monthly payments, your Services will be immediately suspended, pending you updating your payment information and paying the amount due in full.



- 8. Fluctuation of Payments.** You understand that we reserve the right to change our prices and that in your acceptance of these new prices and continued payment, you continue to be bound to all the terms of this Agreement. We will always provide at least 30 days notice before raising any prices and we will communicate with you to ensure you are aware of any changes.
- 9. Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we've drafted our cancellation and refund policy:
- 9.1. Refunds.** All sales are final. Services are non-refundable.
- 9.2. Cancellation & Reschedule Policy.** Classes cannot be rescheduled by clients. A make-up class or credit will only be provided if a class is canceled due to the instructor's illness or emergency. We do not provide make-up classes or credits for student absences, holidays, or days a school is closed.
- 10. No Guarantees.** Yoga Shapes cannot guarantee the success of, or any particular outcome from the Services. We promise to provide you with the opportunity and Services to support you and see you grow, but the success of the Services ultimately depends on you.
- 11. Ownership of Materials.** All the content that we 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.
- 12. Damage to Equipment.** You understand that you will be fully responsible for any damage that you cause to any equipment we use at our facility, whether or not such damage happens on purpose or by accident.
- 13. Substitute Services.** Yoga Shapes has the right to substitute services. This means that if we ever need to switch to online services or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in-person classes.
- 14. Legal Fees.** You will be responsible for any and all legal fees incurred by Yoga Shapes regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
- 15. Waiver.** Before the Services can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign, or otherwise agree to, that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 16. Force Majeure.** Yoga Shapes will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of Yoga Shapes, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 17. Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place; it will be exclusive to the courts of the State of Texas or such other arbitrator mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
- 18. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Texas. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Texas.
Severability. If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any



prior agreements. **Waiver of Breach.** The waiver by Yoga Shapes 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. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which, taken together, constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree"(or something similar), the effect of which will be the same as if we 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!

AGREED and ACCEPTED

Signature

Yoga Shapes Wellness, LLC
Per: Sommer Khachadourian, Owner

Date: _____

Signature

Printed Name

Date: _____



SCHEDULE "A" SERVICES

Yoga Instruction

Cost	USD \$48.00 per month
Duration	One (1) class per week (always on the same day i.e., every Tuesday)
Payment	<ul style="list-style-type: none">• Payments are expected at the time of registration.• For an ongoing commitment, payment must be received in advance no later than the fifth of the month and will be ongoing until terminated with 14 days notice.• The commitment will automatically terminate when the student graduates from school.