

# Terms and conditions

By enrolling in this program (workshop, class, event, or other activity organised by Mahasiddha Yoga) I fully agree to the following:

## **VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY**

1. I acknowledge that I am voluntarily participating in the Programs which may include strenuous physical activity including without limitation yoga, energy exercises, body movement, dancing and various other exercises or physical activity as part of the Program classes or activities (henceforth “Physical Activity”). I acknowledge that I am fully aware of the risks and hazards connected with my participation in the Programs and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and I hereby elect to voluntarily participate in such Physical Activities as part of the Programs.

## **HEALTH AND FITNESS ELIGIBILITY**

2. I represent that I am over the age of 18 years old or have the full written consent to attend the Programs by a legal parent or guardian over the age of 18 years old.

3. I represent that I am healthy, **in good physical and mental health**, and fully capable of participating in the Programs. I further represent that I do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude my participation in the Programs, including any Physical Activities.

4. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Programs. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Programs.

5. I agree to inform the instructor/teacher of any physical, mental and emotional limitations, discomfort and/or injuries before or during the Programs, and I take full responsibility for nondisclosure.

6. I agree that Mahasiddha Yoga reserves the right in their sole discretion to refuse my participation in the Programs or parts of the Programs, due to physical or mental fitness, or if at any time I demonstrate behaviour that may result in injury to myself or others.

7. I understand that if a change in my physical or mental health or condition does occur which might affect my ability to participate in the Programs or otherwise exercise safely, I will immediately notify Mahasiddha Yoga.

8. I understand and agree that if I am pregnant, I will take necessary steps to ensure my doctor and health care providers know I am participating in the Programs. I assert that I am of good health to participate in the Programs and will alert Mahasiddha Yoga to the fact of my pregnancy.

### **ASSUMPTION OF RISK**

9. I understand that serious accidents may occur during Physical Activities, including without limitation yoga, and that Participants can sustain fatal and/or serious personal injury. I agree to solely and exclusively assume full and complete responsibility for and the risks inherent in engaging in Physical Activity which may include injury, death, property damage, and/or any other kind of Liability which may occur during the Programs.

### **INJURY**

10. In the event I am injured while participating in the Programs, I agree to assume all financial obligations for any and all medical costs I incur. I acknowledge and agree that in no event shall the Mahasiddha Yoga be liable or responsible for any losses or liabilities arising out of my participation in the Programs.

### **MEDICAL CARE**

11. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

12. Although I acknowledge that it is not the obligation of Mahasiddha to provide any Participant with medical care during, prior to, or after the Programs, in the event that necessary medical treatment is provided to me, I hereby consent to such care. This release shall apply to all medical care, and particularly where I may lose consciousness or be unable to deal with matters myself.

13. I acknowledge that the teachers, instructors or advisors of Mahasiddha Yoga are not physicians and are not trained in any way to provide medical diagnosis, medical treatment, or any other type of medical advice. Furthermore I am aware that it is always advisable to consult a physician before embarking on any Programs that includes yoga practice.

### **RULES AND RESPECT**

14. I agree to abide by all rules and regulations presented by Mahasiddha Yoga and treat all staff and participants with a high level of courtesy and respect for the mutual benefit of all.

15. I am aware that Mahasiddha Yoga does not allow the consumption of Drugs & Alcohol during the full length of the Programs. If I am found indulging in any such activity, then Mahasiddha Yoga has the right to disqualify my participation from the Programs with immediate effect and without claim to compensation.

16. I understand that, in order to create a safe space for all Participants, Mahasiddha Yoga follows a zero tolerance policy for any acts of violence, aggression or any inappropriate, non-consensual sexual language or conduct.

17. I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time.

### **DECLARATION OF CONFIDENTIALITY**

18. I commit not to distribute Programs materials (video, audio or written), provided directly to me, to anyone, regardless of whether that person/those people may have previously joined Mahasiddha Yoga programs, in any format – whether printed, digital, or based in social media or online content. Unauthorised distribution of Mahasiddha Yoga materials will be considered a breach of this agreement and subjected to legal repercussions.

19. Additionally, I hereby commit to keep all content of the Mahasiddha Yoga Programs in which I participate confidential and to respect the privacy of all participants. Therefore, I will not reveal the identity of other participants or the specifics of their experiences or statements during the Programs to anyone in any form, including through social media or other public or non-public options.

### **RIGHT TO REFUSE ACCEPTANCE**

20. I accept that Mahasiddha Yoga has the right to deny any Participant access to the Programs, for reasons which will be clearly communicated in advance.

21. Furthermore, I am fully aware and accept in advance, that Mahasiddha Yoga reserves the right to expel, dismiss, or deny attendance to any Participant at any time during the Programs, for the following reasons:

- Problematic behaviour that disrupts Program's harmony;

- Disregarding or breaking the rules of conduct as explained in the first day of the Programs;
- Aggressive or disrespectful behaviour toward any teacher, staff member, or Participant;
- Any acts of violence or any inappropriate, non-consensual sexual language or conduct;
- Any other disturbing, abnormal, or adverse behaviour that negatively impacts the Programs, the teacher(s)/assistants, or other Participants;
- Drug or alcohol consumption;
- False statements regarding mental or physical health issues.

These decisions will be taken at the sole discretion of Mahasiddha Yoga and will be final.

22. I understand and accept that in the case of my expulsion from any of Mahasiddha Yoga's Programs, there will be no refund of any kind of my payments by Mahasiddha Yoga at any time. I accept that I am fully aware of the "no refund" policy in case of expulsion from a Program and I agree in advance to withhold any claims for a refund in such an event.

### **WAIVER OF LIABILITY, INDEMNITY AND RELEASE**

23. In consideration for participating in the Programs, I, and I on behalf of my executors, administrators, heirs, successors, assigns, voluntarily assume all these risks and expressly waive, release, discharge and agree not to sue Mahasiddha Yoga for any loss, damage, death, disability, injury, or action of any kind for participating in this Programs organised by Mahasiddha Yoga and I hereby indemnify and hold Mahasiddha Yoga harmless against any claims by my dependents or other third parties whatsoever arising by reason of my death, disability or injury whilst participating in the Programs.

### **ENTIRE AGREEMENT**

24. I agree that this constitutes the entire agreement between me and Mahasiddha Yoga and I acknowledge that I conclude this Agreement of my own

free will without force or coercion and not having been induced to do so by reason of any representations on the part of Mahasiddha Yoga.

## **CHOICE OF LAW AND JURISDICTION**

25. I irrevocably agree that this Agreement shall be governed by the laws of the Kingdom of Thailand, that any mediation, suit, or other proceeding must be filed or entered solely and exclusively in the Kingdom of Thailand, and any courts of appeal therefrom shall have sole and exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement (including any disputes as to this Agreement's existence or validity). I waive any objection (on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of jurisdiction by such courts.

## **INTERPRETATION**

26. I acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.

## **SEVERABILITY**

27. If any portion(s) of this Agreement is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

## **WAIVER**

28. The failure or delay by Mahasiddha Yoga to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.

I have read the above release and waiver of liability and fully understand its content. I voluntarily agree to the terms and conditions stated above.