

CLIENT AGREEMENT

THIS CLIENT AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2023 by and between Bodhi Yoga LLC, a Pennsylvania limited liability company with an address of 526 S. Main Street, Unit 2, Shrewsbury, Pennsylvania 17361 (hereafter "Company") and _____ (hereafter "Client").

1. **Term.** This Agreement shall take effect immediately upon execution by the parties. It shall remain in effect unless amended or revoked in writing as set forth herein.

2. **Services.** During the term of this Agreement, Company shall render yoga services and yoga teachings to Client.

3. **Client Information.** Client's contact information which shall be stored on file with Company is as follows:

Name: _____
Date of Birth: _____
Phone: _____
Email: _____
Address: _____

4. **Membership / Class Package.** Client has agreed to and purchased the following Membership / Class Package:

- (_____) Pay by Class (must be used within 90 days or will expire)
- (_____) Class Bundle (must be used within 90 days or will expire)
- (_____) Monthly Membership (unlimited classes may be taken per month)

TOTAL: _____

Client may purchase additional memberships and/or class packages at any time from Company with the acknowledgment that all additional purchases will be subject to this Client Agreement.

5. **Payment Information.**

5.1 **Payments.** Client shall be required to pay for the full value of any membership and/or class package upon execution of this Agreement and prior to receiving services. Any additional class packages, additional memberships, and reoccurring memberships shall be paid in full prior to receiving services.

5.2 **Payment Method.** All payments for services shall be made to Bodhi Yoga, LLC by check or credit card. Credit card payments will be subject to a 2-4% processing fee. All bounced checks will incur a charge of \$30.00.

5.3 Chargebacks. Client agrees and understands that any charge on a credit card to Company is irrevocable, undisputable, and may not be charged back, contested or challenged now or in the future. A chargeback by Client is a material breach of this Agreement for which Company will be entitled to attorney fees, costs, and fees associated with addressed a chargeback in addition to the amount charged.

5.4 **No Refunds**. All payment for class packages, bundles, and/or memberships are non-refundable. Company reserves the right to make exceptions to its no refund policy on a case by case basis for good cause, including health issues, determined at the sole discretion of Company.

6. **Fitness.**

6.1 Acknowledgement of Risk. Client agrees to participate in yoga classes (“Activity”) and acknowledges that the Activity involves physical activity. Client further acknowledges that the Activity entails various ranges of strenuous activity including, but not limited to, strengthening activities, lifting, stretching, breathing, kneeling, bending, standing, holding poses, and balancing. Client is aware that the Activity may be hazardous and that Client could be seriously injured or even killed as a result of participating in the Activity. Client is voluntarily participating in the Activity with knowledge of the danger involved and agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown.

6.2 Physician Consultation Required. Client must consult a doctor before partaking in the Activity. Clients who have medical and/or other condition(s) that would prohibit them from partaking in physical activity should not partake in the Activity, including but not limited to those with conditions affecting the legs, heart, blood pressure, etc.

6.3 Release. As consideration for being permitted by Company to participate in the Activity, Client forever releases Company, and any affiliated organizations or persons, from any and all past, present and future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, which Client now has or which may hereafter accrue or otherwise be acquired, on account of, or in any way arising out of, or which are the subject of the Activity, without limitation, related to (i) Client’s participation in the Activity, (ii) the negligence or other acts, whether directly connected to the Activity or not, and however caused, by any Company, or (iii) the condition of the premises where the Activity occurs, whether or not Client is then participating in the Activity. Client further agree that Client, their assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Company in connection with any of the matters covered herein.

6.2 COVID-19 Waiver. Client acknowledges that practicing yoga may result in an increased risk of exposure to COVID-19. Client releases Company from liability for any and all COVID-19 injuries arising out of services at its studio and expressly waives any legal claim that Client may have against Company. Client hereby agrees, represents, and warrants that Client shall notify immediately Company and not attend classes if Client: (i) experiences any symptoms of COVID-

19, including, without limitation, fever, cough or shortness of breath; (ii) has a suspected or diagnosed or confirmed case of COVID-19; or (3) has been exposed to COVID-19.

7. **Termination.** Either party may terminate the services under this Agreement at any time for any. If terminated, the Client shall not be entitled to a refund for classes and packages purchased by Client.

8. **Photography and Video Release.** Client consents that Company may use images of Client practicing or teaching yoga for promotional purposes. In the event of a termination of Agreement by either party, Company retains full ownership over any photography and video that was taken or filmed while practicing yoga at Company's studio.

9. **Miscellaneous.**

9.1. No Assignment. This Agreement, and Client's rights and obligations hereunder, may not be assigned by Contractor.

9.2. Subcontracting. Company may subcontract services under this Agreement without the written consent of the other party.

9.3. Warranty. Company represents and warrants that it will provide services under this Agreement in accordance with the reasonable accepted industry standards.

9.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties.

9.5. Severability. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance or other rule of law, such term will be deemed reformed or deleted and the remaining provisions will remain in full force and effect.

9.6. Arbitration. Any dispute arising under this Agreement shall be submitted to a panel of three (3) independent arbitrators in Pennsylvania. One arbitrator shall be chosen by each party hereto, and the third arbitrator shall be chosen by agreement of the Parties. The decision of the arbitrators will be final and binding on the Parties herein.

9.7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

COMPANY:

Bodhi Yoga LLC

By: _____

Name: _____

Title: Managing Member

CLIENT:

By: _____

Name: _____

**PARENT/GUARDIAN OF ANY CLIENT
UNDER 18 YEARS OF AGE**

By: _____

Name: _____