



Terms & Conditions – Release and Waiver of Liability

By purchasing store merchandise, service offerings or events for myself or for any additional party from Down Dog Sedona, I am releasing and waiving all liability against Down Dog Sedona for myself and by proxy, for any additional party that I have purchased Down Dog Sedona store merchandise, service offerings or events.

I hereby agree to the following terms and conditions:

1. There are no returns or refunds on any purchased store merchandise, i.e., all sales are final.
2. There are no refunds on any purchased service offerings or events.
3. Credits for purchased service offerings or events will be granted only if the following criteria has been met:
 - Purchased service offerings or events must be cancelled at least 60 minutes prior to the service offering or event start time.
 - Cancelling service offerings or events must be conducted via the Down Dog Sedona website through the individual's user-account who purchased the service offerings or events. User-account credits will not be given if the attempted "cancellation" occurs via face-to-face communication, email, text, or phone call.
4. Purchased service offerings, i.e., class passes, must be used before the indicated expiration date detailed on the Down Dog Sedona website when the purchase was made. There are no user-account credits for expired service offerings.
5. Down Dog Sedona provided coupons for store merchandise, or service offerings and events all have expiration dates. The expiration dates will be communicated via email to the user when Down Dog Sedona provides said user the coupon. There are no user-account credits for expired coupons.
6. That I am participating in yoga classes (in studio, locations outside of the studio, via the internet, over the phone, or via a video or audio recording), as well as other exercise fitness routines, Reiki, health programs or workshops offered by Down Dog Sedona, LLC (herein referred to as DDS) during which I will receive information and instruction about yoga, fitness, and health. I recognize that yoga, and other exercise fitness routines require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
7. I understand that it is my responsibility to consult with a physician prior to, and regarding my participation in yoga classes, as well as other exercise fitness routines, Reiki, health programs or workshops offered by DDS. I represent and warrant that I am physically fit, and I have no medical condition that would prevent my full participation in the yoga classes as well as other exercise fitness routines, Reiki, health programs or workshops. I understand that it is my responsibility to update this waiver with regard to any health condition changes that I experience in the future.
8. I realize there are special risks that could be associated with pregnancy, prior surgeries, injuries, and medical conditions that may carry additional health concerns. I have discussed these concerns with my personal physician, and I have obtained his or her concurrence to participate in activities offered by DDS.

9. In consideration of being permitted to participate in yoga classes as well as other exercise fitness routines, Reiki, health programs or workshops, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of my participation.
10. In further consideration of being permitted to participate in yoga classes as well as other exercise fitness routines, Reiki, health programs or workshops, I knowingly, voluntarily and expressly waive any claim I may have against DDS and the instructors and facilitators for injury or damages that I may sustain as a result of participating in the program, and as a result of my negligence in participating in this activity.
11. I understand that at any time I am not required to participate in any activity and have the right and permission to listen to my body and take a break or stop any activity that does not feel right for me at the time.
12. I, my heirs, and/or legal representatives' forever release waive, discharge and covenant not to sue DDS for any injury or death caused by their negligence or other acts.
13. I understand that COVID-19 and other airborne viruses, or future pandemics are a risk when participating in group activities and in public shared spaces. It is my responsibility to wipe down any props that I use both before and after practice as well as to wash my hands regularly and to inform DDS if I have been sick or become sick within a week of attending classes in studio or at DDS offsite events. I will not hold DDS, or other parties, responsible for coming into contact with any virus or becoming sick from another participant as it is voluntary that I choose to participate in DDS classes and events.
14. I fully understand that Down Dog Sedona, LLC instructors and staff are not medically trained physicians or experts in medicine, and therefore, realize that their guidance is limited to the practice of yoga and fitness exercise, and the techniques and routines associated with them.
15. I understand that the "studio" is located in a rented space by DDS. Additionally, I understand that by being in the "studio" and paying for and taking a class or attending an event, I recognize unforeseen problems may arise outside of DDS' control, e.g., failure of climate control systems, lack of free parking or an emergency evacuation of the "studio." I understand it is my responsibility to act in a way that does not cause harm to myself or to others.
16. To being included in any photos or videos taken in good taste and appropriate for viewing from all ages, that may be used in DDS' marketing and advertising materials, social media and website.
17. I am not relying on any oral, written, or visual representations or statements made by Down Dog Sedona, including brochures or promotional materials to induce me to participate in this activity. I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

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This agreement shall be governed by the laws in the state of Arizona.