



## 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 (herein referred to as DDS), and its partners Alcantara Winery and Verde Adventures (herein referred to as *partners*) if the event is co-sponsored, I am releasing and waiving all liability against Down Dog Sedona and its partners 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 120 minutes prior to the service offering or event start time.
  - Cancelling service offerings or events must be conducted via the DDS website through the individual's user-account who purchased the service offering(s) or event(s) or cancelled through a partner's point-of-sale and booking application (partner booking and cancellation policies will apply). 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, e.g., yoga class passes and other wellness events, must be used within 60-days from when the date the purchase was made. There are no user-account credits for expired (post 60-days from purchase) 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 DDS 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 wellness events such as Standup Paddle Board Yoga, Reiki, yoga retreats and other wellness programs or workshops offered by DDS during which I will receive information and instruction about yoga, fitness, wellness, and health. I recognize that yoga, and other DDS provided wellness events may require physical movement and physical exertion, which may be considered strenuous and may cause physical injury if done incorrectly or by accident, 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 wellness events, programs or workshops offered by DDS and its partners. I represent and warrant that I am physically fit, and I have no medical condition that would prevent my full participation in the DDS yoga classes and wellness events. 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 and its partners.
9. In consideration of being permitted to participate in DDS yoga classes as well as other wellness events, 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 DDS yoga classes and wellness events, I knowingly, voluntarily and expressly waive any claim I may have against DDS and its partners, and any instructors and facilitators working with or for DDS and its partners, for injury or damages that I may sustain as a result of participating in the event, and/or as a result of my negligence in participating in said activity or event.
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, its partners and instructors and facilitators working for DDS or its partners, for any injury or death caused by DDS and its partners' 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 any other DDS service offering and wellness event. I will not hold DDS, or its partners, 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 wellness events.
14. I fully understand that DDS, its partners, instructors, facilitators, 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 other wellness events, 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 in-studio 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' and its partners' marketing and advertising materials, social media and websites.
17. I am not relying on any oral, written, or visual representations or statements made by DDS and its partners, including brochures or promotional materials to induce me to participate in any activity or wellness event. 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.



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.

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

Print Name: \_\_\_\_\_ Signature and Date: \_\_\_\_\_