

Frananda Yoga General Terms

by SEQ Legal

(1) Introduction

This disclaimer governs our yoga classes, including private yoga classes (personal training sessions). We will ask you to agree to the terms/ sign this disclaimer before taking part in any live, online yoga classes or personal training sessions.

You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being in relation to our yoga classes and personal training sessions.

Before you join any of classes, please take the time to ensure you are practising in a safe environment, with sufficient clear space around you. You know your body best, and are therefore responsible for ensuring that you look after yourself by adapting and modifying postures according to your range of movement, and to stop any practices that make you feel unwell. If you have any ailments or injuries that the teacher may need to be aware of, please inform them before the class begins. Where possible, alternative adjustments will be offered. Although the teacher will require visual access to all those taking part (by enabling your web camera), they will not be able to see all participants at all times, therefore, please stay as present as possible and be lead by your own experience.

Please be aware, that you practice yoga by live streaming at your own risk. If you have any concerns during practice, please stop immediately, and advise the teacher at the end of the session.

If you have any concerns before or after any classes, please contact Frananda Yoga using yogawfran@gmail.com.

To view the terms of our privacy policy and GDPR compliance, please visit franandayoga.com/privacy-policy.

(2) Credit

This disclaimer was created using an [SEQ Legal](#) template.

(3) Health and medical conditions

You acknowledge and represent that:

- ⌘ to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with exercise; and / or
- ⌘ your doctor has approved your participation in our yoga classes and/or personal training sessions.

In addition, if you are over 60 years old, you must obtain your doctor's approval before participating in our yoga classes.

Doctors' approvals under this section 3 must be in writing and copies must be provided to us upon request.

You must complete and sign health and fitness questionnaire before participating in any of our yoga classes and/or personal training sessions. A copy of this form can be found

on franandayoga.com. You acknowledge and represent that you will complete or have completed the questionnaire to the best of your knowledge and ability.

You must inform us, as soon as possible, if:

- ⤴ you suffer from any new injury, illness or other medical condition;
- ⤴ you feel any pain or discomfort during a yoga class/ personal training session; or
- ⤴ you feel that any exercise included in a yoga class / personal training session would be unsafe or uncomfortable for you.
- ⤴ Pregnant students are may attend Frananda Yoga classes / personal training sessions after the 14th week of pregnancy, with their doctor's written consent.

We may in our sole discretion prohibit you from participating in a yoga class / personal training session; and you must comply with all of our instructions in relation to our yoga classes.

(4) No representations or warranties

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to our yoga classes and personal training sessions.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

- ⤴ that you will not suffer from any injury arising directly or indirectly out of our yoga classes / personal training sessions;
- ⤴ that your fitness will measurably improve as a result of participation in our yoga classes / personal training sessions; or
- ⤴ that the yoga classes / personal training sessions will continue to run for any specific period.

(5) Limitations and exclusions of liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to our yoga classes and personal training sessions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of attending our yoga classes and/or personal training sessions. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after a yoga class / personal training session.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without

limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(6) Exceptions

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

(7) Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

(8) Law and jurisdiction

This disclaimer shall be governed by and construed in accordance with English law, and any disputes relating to this disclaimer or our yoga classes will be subject to the exclusive jurisdiction of the courts of England and Wales.

(9) Our details

In this disclaimer, "we" means (and "us" and "our" refer to) Francesca Eckersley trading as Frananda Yoga, which has its principal place of business at 29 St. Mary's Close, Nottingham, NG96AT.

(10) Instructors

The limitations and exclusions of liability in this disclaimer protect our instructors as well as protecting us.

<p>I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS DISCLAIMER</p> <p>SIGNATURE:</p> <p>PRINT NAME:</p> <p>ADDRESS:</p> <p>DATE:</p>
