



CONTRACT / AGREEMENT OF RELEASE / WAIVER OF LIABILITY

These Terms & Conditions of Use (this “Agreement”) apply to: (1) all of the products, services and websites offered by Radiance Yoga, including, but not limited to, in-studio classes and in-studio-workshops (2) the website, mobile, tablet, internet television, or other digital or electronic versions of the Radiance Yoga video streaming platform; (3) any Radiance Yoga software; and (4) any applications created by Radiance Yoga whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the “Service”). Please note that the availability of any Radiance Yoga applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Radiance Yoga and such social networking site, mobile or tablet device, or internet television or other technology platform.

1. I am willingly participating in yoga classes, health programs, workshops, other exercise and healing arts activities (collectively, the “Activities”) offered by **Radiance Yoga** (“Radiance”) and/or its owners, instructors, teachers, workshop presenters, employees and independent contractors.

2. I am in proper physical condition to participate in the Activities and I recognize that yoga requires physical exertion, which may be strenuous and may cause physical injury. I am fully aware of the risks and hazards involved. I understand my physical limitations and am sufficiently self-aware to

stop physical activity before I become ill or injured. I understand that it is my continuing responsibility to inform Radiance of any previous medical conditions, injuries or surgeries prior to my first class and any future changes to my medical condition.

3. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of entering or being on the premises or as a result of participating in the Activities at the Studio.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of entering or being on the premises or as a result of participating in the Activities at Radiance.

5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any “Claims” (as defined below) I may have against Radiance, its owners, members, employees, and/or its instructors, teachers, employees, volunteer staff, and/or independent contractors and the landlord of Radiance (each, a “Released Party”) for any Claim that I may sustain arising out of or related to my participation in the Activities at Radiance, provided such Claim does not arise from the gross negligence or willful misconduct of any Released Party. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made against Radiance, me or anyone making a Claim on my behalf. “Claims” include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my children may suffer or that my unborn child may suffer (including any legal fees or expenses) in connection with participation in any of the Activities.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim arising out of or related to my participation in the Activities at Radiance.



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7. I hereby understand that Radiance may occasionally photograph or video classes or events occurring at its studio and grant the producers and their representatives the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of these images and recordings in any media now known or later developed. I acknowledge that Radiance owns all rights to the images and recordings and that Radiance may use my image as it may appear in same.

8. I understand that I have no claims against Radiance by reason of their refusal to allow me to participate in the programs.

9. All tuition and registration fees are non-refundable, non-transferable and cannot be extended.

10. I also agree that Radiance, its owners, members, employees, and/or its instructors, teachers, employees, volunteer staff, and/or independent contractors and the landlord of the Radiance studio is in no way responsible for the safekeeping of my personal belongings while I attend class or if I leave items in studio upon leaving the premises. Items left in studio will be placed in the Radiance Lost & Found basket, which I understand is a public basket. I further understand items are not to be considered 'bailment' under any circumstances or terms.

11. Radiance sells goods and services, and expects payment for those goods and services before or when they are delivered and performed, including payment on the first day of any monthly service period, or on any other date on which payments are due. Any fees or other charges due to late payment or non-payment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. We reserve the right to take full legal action against any outstanding account balance to recover all losses.

12. This agreement shall be construed in accordance with, and governed by, the laws of the State of Virginia. I acknowledge that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this release and waiver of liability, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

COVID-19 ADDITIONAL WAIVER

1. I choose to participate in yoga classes, health programs, workshops, other exercise and healing arts activities (collectively, the "Activities") at Radiance Yoga (Radiance). I understand that the Activities may involve physical movement, taking place in a room heated to approximately 70 degrees and that these Activities may sometimes require significant exertion and involves certain risks, including, but not limited to, aggravation of pre-existing injuries and muscle strain.

2. I understand that engaging in physical activity in the environment described with multiple other people all of whom are exerting themselves creates additional risk related to the coronavirus.

3. I understand that it is my responsibility to consult with my health care provider prior to taking any Activities at Radiance to determine whether any condition I have or may have makes it inadvisable for me to participate in Yoga under the conditions described.



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4. I represent and warrant that I am physically fit and that I do not have, and do not have reason to believe I may have, any physical illness or injury that would prevent my participating in Activities, or that would make me contagious to others.

5. I understand that the instructors at Radiance will guide me in the Activities but that they will not provide me any medical advice and that there is no health care professional on site or associated with Radiance that will do so. I further understand that it is my sole responsibility to determine whether I can safely participate in the Activities.

6. I agree that I will not participate in any Activities if I have reason to believe I may be contagious, including, but not limited to, the coronavirus. I understand symptoms associated with the coronavirus include shortness of breath or difficulty breathing or dry cough, or at least two of the following: repeated shaking with chills, fever, muscle pain, headache, sore throat, new loss of taste or smell. I also understand that if I am exhibiting any of these symptoms, or if Radiance personnel otherwise have reason to believe I may be carrying the coronavirus or that I am contagious in any way, I may be asked to leave and not return until at least 14 days after the symptoms disappear.

7. I agree that I will not participate in any activity at Radiance if I have been exposed to any person I know or believe to have coronavirus, for at least 14 days after exposure.

8. If I am diagnosed with coronavirus, I agree that I will not participate in any class until I have been symptom free for at least 14 days. I understand that Radiance is not responsible for safekeeping any items I bring to Radiance.

9. ASSUMPTION OF RISK: I understand the risks of Yoga, and in consideration of being permitted to participate in Yoga classes at Radiance, I agree to assume any and all risk of injury or illness that may be associated with or result from my participation in any class or activity at Radiance.

10. RELEASE OF LIABILITY: On behalf of myself, my heirs and legal representative I covenant not to sue, waive, and release and discharge from liability, indemnify, defend, and hold harmless Radiance and all of its principals, shareholders, officers, directors, members, instructors, employees, agents, volunteers, and other participants in classes offered at Radiance from and against any and all claims that I have or may have against any one of them for, among other things, any injury or illness resulting from or relating to my participation in any Activities offered by Radiance.

OUTDOOR YOGA ADDITIONAL WAIVER

1. In consideration of the services of Radiance Yoga (Radiance) provided on the property of Hollin Meadow Elementary School (Hollin Meadow), their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf I hereby agree to release, indemnify, and discharge Radiance and Hollin Meadow, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

2. I acknowledge that my participation in yoga classes, health programs, workshops, other exercise and healing arts activities (collectively, the "Activities") entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities.



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3. At any time you are free to withdraw from participation in the Activities. The risks include, among other things, the potential for : slips, falls and falling, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, splinters, lacerations, fractures, concussions, or even more severe life-threatening hazards. During the Activities there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

4. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claims" (as defined below) I may have against Radiance, its owners, members, employees, and/or its instructors, teachers, employees, volunteer staff, and/or

independent contractors and the landlord of Radiance (each, a "Released Party") for any Claim that I may sustain arising out of or related to my participation in the Activities at Radiance, provided such Claim does not arise from the gross negligence or willful misconduct of any Released Party. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made against Radiance, me or anyone making a Claim on my behalf. "Claims" include but are not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my children may suffer or that my unborn child may suffer (including any legal fees or expenses) in connection with participation in any of the Activities.

5. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim arising out of or related to my participation in the Activities at Radiance.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly, by any such condition.