

Terms & Conditions for Katherine Roberts' YFG Instructor Certification Program

AS PART OF THE INSTRUCTOR CERTIFICATION REGISTRATION PROCESS, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. To become a Katherine Roberts' Certified Yoga for Golfers® Instructor, I understand and agree that:

1. I must attend, fully participate in, and successfully complete a certification course (Instructor Certification Program) presented by YFG, as more fully described in the course description materials available on the YFG website at www.YogaForGolfers.com.
2. Attendance in the Instructor Certification Program and completion of program requirements will not assure that I receive Certification. Whether I have successfully completed the Instructor Certification Program will be determined by YFG (or its designees) in its sole discretion, based on my demonstrated command of the skills necessary to teach Katherine Roberts' Yoga for Golfers® classes. I acknowledge and agree to the inherently subjective nature of this determination.
3. I am aware that this Instructor Certification Program with Katherine Roberts is intended to provide me with more knowledge of yoga. I understand that the practice of yoga involves movement, stretching and exercise that may from time to time be extensive and strenuous and that there is consequently some risk of injury. I also understand that the program will be mixed level and I am responsible to judge my own capabilities with respect to practicing during each yoga class. By my participation in this Instructor Certification Program, I agree to take full responsibility for not exceeding my limits, and for any injury I might suffer during the practice of yoga.
4. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the Instructor Certification Program. I acknowledge that it is my responsibility to ascertain, by consulting with a physician, that there is no medical reason to prevent my participation in this Instructor Certification Program. I also acknowledge that it is my responsibility to inform the instructor when I begin each class of any physical limitation, injury or other condition that might affect my ability to participate and to inform the instructor immediately if any injury occurs during the class.
5. I waive and release any claim that I might have at any time for injury or damages of any sort against Katherine Roberts, Yoga for Golfers® or Northstar Coaching, LLC, or any person or entity in any way involved therewith.

B. Once I am certified and for as long as I maintain my certification, I understand and agree that:

1. I will be certified beginning on the date of issuance of my Certification, called my Certification Period.
2. During my Certification Period, I am entitled to teach yoga classes in the proprietary method and style owned by YFG, called the YFG System.
3. During my Certification Period, I may refer to myself as a "Katherine Roberts' Certified Yoga for Golfers® Instructor."
4. I will maintain my listing on the online directory of active Katherine Roberts' Certified Yoga for Golfers® Instructors at yogaforgolfers.com. I will notify YFG within thirty (30) days of any change in my contact information, including street and email address. Failure to meet either of these requirements may result in the immediate expiration of my Certification.

5. Certification does not entitle, nor qualify, me to train, teach, or give instruction to others in connection with, or towards completion of, the YFG Instructor Certification Program, Continuing Education Courses, or any portion or derivative thereof. I understand and agree that I am prohibited from training or attempting to train anyone in how to teach the YFG System to others.

C. Upon expiration or termination of my certification, I understand and agree that:

1. I am expressly prohibited from teaching the YFG System, and I will no longer use any Yoga for Golfers® Materials or the Trademarks, nor may I use the designation, or hold myself out as, a Katherine Roberts' Certified Yoga for Golfers® Instructor.

YFG SHALL HAVE NO LIABILITY TO ME AS A RESULT OF, OR ARISING OUT OF, THE YFG SYSTEM, THE INSTRUCTOR CERTIFICATION PROGRAM, OR ANY SERVICES PROVIDED BY YFG, INCLUDING ANY LIABILITY FOR NEGLIGENCE. As a material inducement to admit me to the Instructor Certification Program, and a material factor in the determination of the tuition charged therefor, I hereby waive any and all claims, and agree not to hold YFG, including its owners, managers, employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, or other damages, suffered by me or any loss which I may incur that is caused in whole or in part, may arise, occur, or be attributable to: (1) a breach of any representation, warranty, or promise made by me; (2) any misstatements made by me; (3) my failure to follow the instructions of my instructor(s); (4) my failure to disclose in writing any physical impairment or condition of mine; (5) my inability or failure to satisfactorily complete the Instructor Certification Program or any Certified Instructor Continuing Education Session; (6) the courses offered and standard of instruction; (7) interruption or termination of the Instructor Certification Program or any Certified Instructor Continuing Education Session due to illness, acts of God, civil unrest, terrorism, or any other unforeseen circumstances; (8) any accident, injury or loss that occurs off of or outside of the physical premises of the Instructor Certification Program or any Certified Instructor Continuing Education Session; (9) the negligence of YFG, or its employees, agents, representatives, successors, assigns, partners, and instructors; or (10) my participation in the Instructor Certification Program or any Certified Instructor Continuing Education Session.

Any dispute concerning terms and conditions set forth above will be resolved in accordance with laws of the State of Arizona, without regard to its principles of conflicts of law. Any action I, any third party, or YFG brings to enforce this Agreement or in connection with any matters relating to the YFG System shall be brought only in either the state or federal courts located in Maricopa County, Arizona, and I expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.