



# CERTIFIED YOGAKIDS TEACHER (CYKT) AGREEMENT

By authorizing these terms, you enter into an agreement with YogaKids International Corporation ("YKI") as a Certified YogaKids Teacher ("CYKT").

## 1. Definitions

Certified YogaKids Teacher (CYKT) is the title given to a person who is a graduate of the YogaKids Advanced Certification Training Program. This program is more fully described on the YKI website. <http://yogakids.com/get-certified/>

License is the limited rights granted to CYKTs to use the YogaKids trademark as specifically set forth below.

## 2. CYKT Terms

A CYKT shall be granted the following rights:

- Online access to the password-protected YogaKids University which includes but not limited to marketing assets, teaching tools and Video Pose Catalog
- Access to the private teacher Facebook Forum
- Access to monthly continuing education webinars
- Receipt of YogaKids community newsletters
- Receipt of a premium listing on yogakids.com that includes name, designation (CYKT), bio, photo and contact information
- Discount rate on YogaKids store products
- Use of the CYKT logo, set forth in Exhibit A, on a non-exclusive, non-transferable, non-assignable basis during the Term of this Agreement
- Opportunity to serve as a YogaKids Workshop Leader and lead YogaKids programs set forth in Exhibit B, earning 100% of participant fees

## 3. Payment

Licensee dues can be paid monthly (\$19.99 per month) or annually (\$199.00 per year). Current credit card information must be maintained via your member log-in on the website.

## 4. Collateral Materials, Social Media and Web Presence Guidelines

CYKT is required to use YKI approved verbiage when promoting YK classes and programs. CYKT acknowledges that he/she is not a business affiliate or unit of YKI. CYKT is not allowed to (i) use the name YOGAKIDS or "YOGAKIDS of xyz" to describe their business; or (ii) use YogaKids in their corporate identity, URL or in social media sites.

CYKT shall abide by all future guidelines promulgated by YKI and shall adhere to all quality control requirements of YKI. The CYKT website and materials shall be of the same or better quality than that of YKI.

## 5. Reservation of Rights/Limitation of License

CYKT acknowledges YKI's rights to its YogaKids trademark and to its materials including manuals and handouts, as well as all materials comprising subsequent editions of the YogaKids curriculum as well as all subsequent materials. CYKT agrees not to use any of the YogaKids trademarks except as is authorized by this Agreement and not on any product without the express written

consent of YKI.

## **6. Best Practices**

To protect yourself, your students and YKI, CYKT agrees to take all reasonable precautions to ensure their students are safe. CYKT shall have each of their students over the age of 18 and a parent/guardian of each student under 18, sign a copy of a Release in a form similar to that attached hereto as Exhibits C, and to maintain each signed form on file until the later of (a) the time the student attains the age of 24 or (b) three years from the date the student takes their last class with CYKT.

## **7. Indemnification**

You agree to indemnify YKI and hold harmless YKI, its shareholders, directors, officers, employees and agents from any and all liability, loss, damage, costs or expenses, including attorneys fees, arising out of or in any manner whatsoever relating to your teaching yoga classes and/or seminars using YogaKids methods. Must maintain current business liability insurance in an amount not less than \$1,000,000 per occurrence that lists YKI as additionally insured and provide a copy of same with each renewal with notice to YKI in the event the policy is in arrears and/or terminated.

## **8. Miscellaneous**

This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by all parties to this Agreement. No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or any other term of the same or different nature. This Agreement may not be assigned by YKI Student without prior written consent of YKI. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any other third party. This Agreement shall be interpreted and construed pursuant to the laws of the State of Michigan without regard to conflict of laws rules applied in the State of Michigan. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the courts that service New Buffalo, MI with respect to any action or proceeding (including, without limitation, all pretrial proceedings and party depositions) brought with respect to this Agreement. Each party agrees to accept service of process by mail to the addresses set forth below (as such address may be amended in writing). Any judgment in any such action shall include an award of legal fees and costs to the prevailing party. Each of the parties (a) is sophisticated in negotiating business transactions, (b) is, or has had the opportunity to be and has elected not to be, represented by counsel, (c) has reviewed each of the provisions in this Agreement carefully and (d) has negotiated or has had full opportunity to negotiate the terms of this Agreement, specifically but not limited to, the first sentence of this paragraph.

## **9. Notices/Communications**

You have read and agree to our [Privacy Policy](#).

You agree to provide YKI with an active and valid email address that we shall use for communications.



## **10. Refund Policy**

No returns will be accepted on orders made through CYKT or YKA store (apprentice or licensee discounted product). No refunds are available on licensing dues.

## **11. Termination Policy**

YKI may terminate this agreement for cause at any time effective upon written notice. CYKT may terminate this agreement at any time effective upon written notice to YKI. Agreement will automatically terminate after more than 30-days non-payment of licensee dues. Upon termination of this agreement by either party, CYKT relinquishes the rights listed in the terms of this agreement and must immediately cease any and all uses of the licensed name and trademark and copy-righted, proprietary material.

## **12. Reinstatement Policy**

Upon request, a non-active CYKT may return as a licensee after a review process by the YogaKids leadership team. Those accepted will need to pay a reinstatement fee of \$150.

## **Exhibit A: CYKT Logo**



## **Exhibit B: Workshop Terms and Conditions**

CYKTs are eligible to lead the following YKI workshops:

- Taste of YogaKids
- Tools for Schools Workshop

CYKTs must comply with the following guidelines:

- Marketing and course content shall be set and provided by YKI.
- YKI shall retain the exclusive rights to all YKI materials.
- For all workshop training events, CYKT is responsible for collecting all registrations and income and for all expenses and activities including locating, reserving, and paying for the seminar venue, local promotion and advertising, transportation, housing, and meals, and providing items needed for the seminar including books and/or manuals.

## **Exhibit C: Liability Release form**

\*see next page





# Liability Release Form

In exchange for permission for me and/or for my child to participate in the YogaKids Program and classes, I hereby grant the following release from Liability on my own behalf and on behalf of my child.

I, on my own behalf, and also as parent and/or guardian on behalf of the minor child identified below, release, discharge and hold harmless the Certified YogaKids Teacher, YogaKids Associate and YogaKids International Corporation, its officers, directors, employees, agents, landlords, lessees, sponsors and franchisees (hereafter the "Released Parties") from any and all liability for injury to my child's person, my person or other persons, and to my child's property, my property or other persons' property, arising out of or in connection with, or caused in any manner by my participation or my child's participation in the YogaKids Program or classes.

I acknowledge I hereby have been advised to consult, and have consulted, with my physician and/or with my child's physician with respect to any past or present injury, illness, health problem or any other condition or medication that I and/or my child now have, previously have had and/or now may have that may affect my and/or my child's participation and ability to participate in and to endure the YogaKids program and classes.

In the event that I and/or my child becomes ill or injured during or as a result of participation in the YogaKids Program or classes, I hereby authorize the Released Parties to arrange for such emergency medical attention as they, in their sole judgment, may deem to be required to preserve my life and/or health and/or the life and/or health of my child. I hereby release, discharge and hold harmless the Released Parties, as well as any person or entity that provides such emergency medical attention, from any and all liability in connection with any injury to my or my child's person or property arising in connection with or as a result of such emergency medical treatment.

**Photo/Video Release:** I hereby give permission to YogaKids International Corporation to use my or my child's name and photographic likeness in all forms and media for advertising, trade, promotion and any other lawful purposes. These materials will become the property of YogaKids. I authorize YogaKids to edit, alter, copy, exhibit, publish or distribute this photo/video image. In addition, I waive the right to inspect or approve the finished product wherein my or my child's likeness appears.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

<b>Adult Liability Waiver</b>
_____ Name (print)
_____ Signature
_____ Date

<b>Legal Guardian (on behalf of child) Waiver</b>
_____ Child Name (print)
_____ Parent/Legal Guardian Name (print)
_____ Parent/Legal Guardian (signature)
_____ Date