

How did you hear about us?

Refund and Make-up Policies

Big Island Yoga Center is a small community non-profit that appreciates your patronage. All class purchases are final, non-refundable and non-transferable. We regret we cannot issue credits for unused classes. However, we will use your missed classes for those who are enduring financial hardship and have a hard time affording yoga in their lives.

Our Pass Policy

Class passes are good for 3 months from the date of purchase. Expiration will be extended for illness, injury or family emergency ONLY. Extensions are not granted if classes are missed for foreseeable events (e.g. planned travel, visitors on island) or minor ailments (e.g. cold). To request an extension, speak to your teacher. One name is designated per class pass and is to only be used by the person whose name is on the card.

Liability Waiver

I desire to participate in yoga classes, series, lectures, events, and workshops (whether singular or plural, hereinafter referred to as the "Activities") provided by the Big Island Yoga Center ("BIYC"). As lawful consideration for being permitted by BIYC to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I hereby certify that I am in good physical health and do not suffer from any injury or medical condition that would limit my participation in the Activities and I understand that it is my responsibility to consult with my physician to receive approval to participate in the Activities. I take full responsibility not to exceed my personal physical abilities in the practice of the Activities.

I understand that, for safety reasons, use of any props (i.e., ropes, etc.) and use of the yoga studio on BIYC's premises by the participants in the Activities are not allowed outside of the Activities.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES CAN BE DANGEROUS ACTIVITIES AND CAN INVOLVE THE RISK OF SERIOUS INJURY (INCLUDING DEATH). I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF BIYC. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY(INCLUDING DEATH), WHETHER CAUSED BY THE NEGLIGENCE OF BIYC OR OTHERWISE.

I am aware and understand that the yoga method taught during the Activities may involve physical adjustments (through the medium of props and/or hands-on physical adjustments) and that I may be asked whether or not I consent to such physical adjustments during the Activities. I understand that if I consent to any physical adjustments, I may withdraw such consent at any time.

I am aware and understand that BIYC does not provide lockers and that I am solely responsible for any personal item brought on BIYC's premises. BIYC is not responsible for, and assumes no liability arising from, theft of, damage to, or loss of, any personal item.

I hereby expressly waive and release any and all claims, now known or hereafter known, against BIYC, and its officers, directors/manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Activities, use of any of Company's facilities or equipment, or my presence on BIYC's premises, whether arising out of the negligence of BIYC or any Releasees or otherwise. I covenant not to make or bring any such claim against BIYC or any other Releasee, and forever release and discharge BIYC and all other Releasees from liability under such claims.

This Agreement constitutes the sole and entire agreement of BIYC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement is binding on and shall inure to the benefit of BIYC and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the State of Hawaii. Any claim or cause of action arising under this Agreement may be brought only in the U.S. Federal or Hawaii State courts located on the island of Oahu and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BIYC.

PRINT STUDENT NAME (if applicable) SIGNATURE DATE

PRINT PARENT NAME (if applicable) SIGNATURE DATE
