

INDIGO YOGA MONTHLY UNLIMITED MEMBERSHIP AGREEMENT

This Agreement is made on _____, (the "Effective Date"), by and between Indigo Yoga Dayton, LLC located at 3979 Indian Ripple Road, Suite B, 45440 ("Indigo") and:

Member's Name: _____ Residing at:

_____ Phone: _____

Cell: _____ Email: _____

1. **Services:** Indigo provides facilities, classes and services for yoga instruction. For purposes of this Agreement, "Services" means unlimited yoga classes in a given month. This does not include workshops, special events, or series classes.
2. **Student:** The individual listed above shall be considered a Member for purposes of this Agreement.
3. **Payment:** Member shall pay the monthly fee of \$119.00 for unlimited yoga classes each month (the Services), in full, on or before the first day of the current term. A service fee of \$35.00 will be assessed on any returned credit card draft. By electing to have payments divided into monthly installments, Member shall complete the credit card transfer authorization form attached. Installment payments shall be charged by Indigo on or about the ____ day of each month.
4. **Term & Termination:** This Agreement shall begin on _____. Once a student elects to participate and pays the introductory fee of the first month at \$119.00, he/she is bound for a minimum of eleven (11) additional months and the remainder due is the balance of \$1,428 less payments made up to date. ("Introductory Period"). Member may cancel this Agreement upon 30 days written notice to Indigo at any time during the Term. However, in the event that the Member cancels this Agreement during the Introductory Period, the remainder of three months' monthly fees shall be due. _____ (please initial this section). Nothing in this Section affects a member's right to rescind the Agreement within 3 days, as provided below.
5. **Rescission:** In accordance with Ohio law and notwithstanding Section 4 above, the parties agree that this Agreement may be rescinded by Member upon notice to Indigo on or before midnight of the third (3rd) business day after Member signs this Agreement.
6. **Member Health and Fitness:** member represents that he/she has had an opportunity to observe and/or participate in a yoga class at Indigo and that

he/she is mentally and physically fit to take classes selected by the Member. Each Member shall complete a health questionnaire and emergency contact form.

7. Non-Use: The failure or inability by Member to use the facilities and services for any reason does not suspend Member's obligation to make payments under this Agreement, nor does it entitle the Member to a refund, credit or suspension of tuition. Memberships cannot be placed "on hold."

8. Unavailability: If Indigo's facilities are substantially unavailable for use due to damage or loss for any reason, Member's membership Term will be extended for a period of time equal to the time of loss or unavailability.

9. Liability Waiver and Release: Member agrees to complete and abide by the attached Liability Waiver and Release.

10. Classes/Content: Scheduling and content of the classes offered at Indigo, as well as the facilities and instructors, is at the sole discretion of Indigo and may change from time-to-time upon notice by Indigo. Indigo agrees at all times to provide qualified instructors to teach and supervise classes. Member also agrees that during the course of instruction, Indigo instructors may engage in physical contact with the Member for the purposes of skilled adjustments. Members may elect not to receive adjustments by verbally notifying the instructors.

11. Holidays: Member understands that the facility may not be open on national or local holidays at Indigo's discretion.

12. Compliance with Ohio Law: This Agreement shall be governed by Ohio law. All rights and obligations of the parties are also subject to applicable federal, state and local laws and regulations. If any portion of this Agreement shall be deemed unenforceable, the remaining portions shall continue in full force and effect. This Agreement represents the entire Agreement of the parties and incorporates the attached Liability Waiver and Release.

13. Membership: Member agrees to faithfully comply with the terms of this Agreement as well as the rules and regulations of Indigo and above all to practice safely and mindfully. Indigo reserves the right to suspend or terminate a member, who does not observe studio rules or who poses a threat of harm to him or herself or others. In that unlikely event, the Member will not be entitled to refund for tuition during the cancellation notice period.

Date:_____