

By the Sea Yoga Inc., doing business as Sidney Hot Yoga

Terms and Conditions of Purchase – Monthly Unlimited Membership

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The following are the terms and conditions of your purchase of a Monthly Unlimited Membership at Sidney Hot Yoga. In these terms and conditions “You”, “your” and “I” refers to you, the purchasing student, and “We”, “Our” and “Sidney Hot Yoga” refers to By the Sea Yoga Inc., doing business as Sidney Hot Yoga. Please read these terms and conditions carefully. By purchasing and using a Monthly Unlimited Membership you agree to these terms and conditions.

- 1. Purchase Price:** The purchase price for your Monthly Unlimited Membership is \$90.00 per month plus GST (5%).
- 2. Payment Terms:** Payments are to be made on a monthly basis, and will be automatically charged to your credit card each month. By purchasing a Monthly Unlimited Membership you authorize Sidney Hot Yoga to charge your credit card the amount of \$90.00 per month plus GST (5%). You agree to inform Sidney Hot Yoga of any change in your credit card information (i.e. expiry date, card number) at least five (5) days prior to the next pre-authorized payment.
- 3. Start Date:** Your Monthly Unlimited Membership is in effect as of the date of your purchase.
- 4. Duration:** Your Monthly Unlimited Membership continues automatically month to month unless cancelled.
- 5. Services Provided:** You are entitled to unlimited attendance at any scheduled yoga class while your Monthly Unlimited Membership is in effect, space permitting. *Note: Mat and towel services, and use of change rooms and showers, are not available at this time under our COVID-19 Policy. See below.*
- 6. Cancellation Rights:** The *Business Practices and Consumer Protection Act* of British Columbia (“BPCPA”) provides you with the following rights of cancellation:
 - a. Section 25(1) of the BPCPA states that you may cancel your Monthly Unlimited Membership for any reason, within 10 days of your receipt of these Terms and Conditions [*see note below re: refunds*].
 - b. As per section 25(2) of the BPCPA, you may cancel your Monthly Unlimited Membership at any time by giving us notice of cancellation and the reason for the cancellation, if there has been a material change* in your circumstances; or a material change** in the services we provide.

* Examples of a material change in your circumstances include death; physical, medical or mental disability that prevents you from practicing yoga, substantiated in writing by a medical or nurse practitioner; your relocation to a place that is more than 30 km away.

** Examples of a material change in our services include a discontinuance or substantial change in our services; or relocation of our facility by more than 30 km.

Please refer to section 25(2) of the BPCPA as to what constitutes a material change, or contact Consumer Protection BC.

- c. In the event of a cancellation under section 25(1) or 25(2) of the BPCPA, refunds for *unused services* will be provided in accordance with the BPCPA and the *Consumer Contracts Regulation*. Note: *unused services* refers to the number of days remaining in the current month of your Monthly Unlimited Membership at the time of cancellation.
7. **Other terms:** Your Monthly Unlimited Membership is not transferable and cannot be shared with another person.
 8. **COVID-19 Policy:** Our operations at the Sidney Hot Yoga studio have changed due to the COVID-19 pandemic. We have developed and are following a COVID-19 Policy which is based on guidelines from the Provincial Health Officer, Vancouver Island Health Authority and WorkSafe BC. Our COVID-19 Policy is available for your review on our website. However, the risk remains that in spite of any precautions we are taking, you could be exposed to the SARS-CoV-2 virus while at the studio, and could contract COVID-19 despite our efforts. We request that you read our entire COVID-19 Policy before coming to class. Please note that:
 - a. You must pre-register for class in advance via the studio website – walk-ins are not accepted at this time.
 - b. Space in the studio is limited due to social distancing requirements. You will be assigned a numbered space upon arrival at the studio.
 - c. Please do not come to the studio if you are experiencing any COVID-19 symptoms.
 - d. Please do not come to the studio if you have travelled outside of B.C. the last 14 days.
 - e. Showers and change rooms are closed until further notice.
 - f. Please bring your own mat and towel to class, as well as any props you wish to use.
 9. **ACKNOWLEDGMENT OF RISK AND WAIVER OF LIABILITY:** You understand that there are risks associated with any exercise program. You acknowledge that the practice of yoga requires physical exertion and involves certain inherent risks which may result in physical injury, including but not limited to overexertion, dehydration, and muscle strain. You fully accept and assume full responsibility for all injuries, damages, or losses of any kind that you may suffer or incur from participating in any of By the Sea Yoga Inc.'s yoga classes. You acknowledge that it is your responsibility to consult in advance with a physician if you have any medical conditions which may affect your ability to participate in class. You acknowledge that you are responsible to advise your instructor of any physical conditions which may limit your participation in a yoga class.

You also acknowledge the risk of exposure to the SARS-CoV-2 virus while at the Sidney Hot Yoga studio, despite precautions being taken by By the Sea Yoga Inc. (Sidney Hot Yoga).

You agree to waive, release and discharge By The Sea Yoga Inc., its owners, directors, staff, teachers and volunteers, from all claims and liabilities arising or resulting from any injury, death or damage that you may suffer as a result of your participation in yoga classes at Sidney Hot Yoga, including but not limited to any exposure to, transmission of, or infection with the SARS-CoV-2 virus, and whether or not the negligence of Sidney Hot Yoga, its owners, directors, staff, teachers and volunteers has caused or contributed to that injury, death or damage.