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805-340-3412 | AIREALYOGA.COM

AIREAL YOGA™ 50 HOUR TEACHER TRAINING AGREEMENT

This AIREAL Yoga™ TEACHER TRAINING AGREEMENT (this “Agreement”), dated as of **2/28/2018**, is made by and between **Elissa Voigt** (“Teacher Trainee”) and The Aerial Studio LLC DBA AIREAL Yoga™, a California limited liability company (“AIREAL Yoga™”).

WHEREAS, AIREAL Yoga™ offers various levels of teacher training courses consisting of training workshops, instruction, lesson plans, classes and various other training elements;

WHEREAS, Teacher Trainee wishes to participate in a teacher training course offered by AIREAL Yoga™ and accepts training and instruction by AIREAL Yoga™ for the purpose of becoming an AIREAL Yoga™ Certified Teacher according to the terms and conditions of this agreement.

BY ENTERING INTO THIS AGREEMENT, OR BY BEGINNING THE TEACHER TRAINING COURSE DESCRIBED HEREIN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE FULL PARTICIPATION REQUIREMENT, WARRANTY DISCLAIMERS, AND LIMITATIONS OF LIABILITY:

1. Definitions:

“AIREAL Yoga™ Curriculum means the proprietary training materials, including but not limited to, the content and style of training sessions, classes and workshops, training materials, training manuals, lesson plans, videos, syllabus, evaluations, philosophy, theory, practice and other elements developed and owned exclusively by AIREAL Yoga™.

“AIREAL Yoga™ Certified Teacher” means a person who, upon successful completion of a Teacher Training Course is certified by AIREAL Yoga™ and qualified to teach at the certified level.

“AIREAL Yoga™ Trainer” means Mrs. Carmen Curtis or other registered AIREAL Yoga™ Trainer designated by AIREAL Yoga™.

“Copyright” means the copyrights more particularly described in Section 5 of this Agreement.

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“Certification” means certification as an AIReal Yoga™ Certified Teacher as described in Section 2 of this Agreement.

“Media” means any form of public communication, including, but not limited to: print, video, photo, audio, text, written, social posts, email, blog, otherwise.

“Teacher Training” and “Teacher Training Course” means the instruction provided to you by AIReal Yoga™ for the purpose of becoming an AIReal Yoga™ Certified Teacher, including but not limited to, the training sessions, training classes, training materials, training manuals,, AIReal Yoga™ Curriculum, philosophy, theory, practice and other elements and course materials that will be provided to you by AIReal Yoga™ at the Teacher Training.

“Trademark” means the trademarks more particularly described in Section 5 of this Agreement

2. Certification: To protect the integrity of the AIReal Yoga™ Curriculum and brand, only individuals who meet AIReal Yoga™’s standards may be certified to offer and teach AIReal Yoga™ as an AIReal Yoga™ Certified Teacher. All of the following criteria will need to be successfully completed in order to become certified as an AIReal Yoga™ Certified Teacher:

- a. Attendance at all classes, sessions, workshops and elements of the Teacher Training Course as outlined by AIReal Yoga™;
- b. Satisfactory completion of the requisite practice hours;
- c. Satisfactory completion of the requisite teaching hours;
- d. Satisfactory completion of any additional Teacher Training Course elements;
- e. Payment in full of all course fees.

After successful completion of these criteria, your certification as an AIReal Yoga™ Teacher shall begin on the date of issuance of your Certification by an AIReal Yoga™.

3. Instruction: AIReal Yoga™ agrees to provide and you agree to accept training and instruction by AIReal Yoga™ for the purpose of becoming an AIReal Yoga™ Certified Teacher according to the terms and conditions of this agreement.

4. Your Obligations: As you pursue Certification during the AIReal Yoga™ Teacher Training Course, and after the AIReal Yoga™ Teacher Training Course, you agree to the following obligations:

- a. Health and Fitness: You verify that you are a healthy and athletic individual with a hatha yoga or exercise practice who is willing and able to engage in physically challenging exercise. You acknowledge that the Training Course involves rigorous exercise and may be physically demanding. You should consult with your physician before participating in the Training Course. It is your responsibility to consult with your physician to determine if you have a medical condition that may pose a direct threat to your health and safety;

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- b. Disclosure of medical conditions: You agree to disclose any pre-existing medical conditions to AIReal Yoga™ before participating in the Teacher Training Course and should your medical condition change during the Teacher Training Course or throughout the duration of your Certification you agree to disclose this also, including but not limited to, pregnancy. Furthermore, you agree to use your discretion and seek medical treatment from a licensed medical professional, as needed;
- c. Best Efforts: You agree to use your best efforts to complete the Certification requirements as a detailed above in Section 2;
- d. Compliance with Certification or Re-Certification requirements: You agree to maintain your Certification as an AIReal Yoga™ Teacher beyond the initial certification period mentioned above, by attending and completing any re-certification requirements that the AIReal Yoga™ Trainer feels necessary, including but not limited to, additional courses, workshops and one on one evaluations by an AIReal Yoga™ Trainer.
- e. Compliance with New Certification requirements: You agree to comply with all new conditions which may be established in the future by AIReal Yoga™ for maintaining your Certification, including but not limited to, modifications and updates to lesson plans, modifications and updates to training materials, modifications and updates to the AIReal Yoga™ Curriculum, quality control, modifications and updates to the use of AIReal Yoga™ Trademarks, modifications and updates to the use of AIReal Yoga™ Copyrighted materials and re-certification criteria;
- f. You agree to maintain a weekly AIReal Yoga™ and or fitness practice;
- g. You agree to pay all course fees owed to AIReal Yoga™;
- h. You agree to pay \$ [REDACTED] dollars for the 50 Hour Teacher Training course which starts on [REDACTED]
- i. You agree to keep AIReal Yoga™ updated with your current address, telephone number, email address and contact information;
- j. You agree to the AIReal Yoga™ Marketing, Promotion, Advertising, and Communications Guidelines as follows:
1. Only AIReal Yoga approved images and verbiage to be used to represent AIReal Yoga™ Classes on STUDIO's formal marketing material (ie: website, flyers, postcards, etc.); exceptions will be made with advance review and approval.
 2. Studio / class / personal practice images may be used across social media and other "casual" marketing and communications channels.
 3. All social digital marketing, promotion and advertising to link directly to www.airealyoga.com; specifically, Facebook and Instagram posts to include @airealyoga and #airealyoga in all announcements and related photo and video posts.
 4. All yoga classes that include AIReal Yoga Hammocks should be referred to as AIReal Yoga™ in all marketing and promotional materials distributed in any form
- k. You agree to list your AIReal Yoga™ certification and include a link to AIReal Yoga™ website (www.AIRealyoga.com) on your professional website and/or social media sites;
- l. You agree to list @airealyoga on all social media sites used to communicate your yoga practice and yoga teaching; and, you agree to @airealyoga on all Media created or published by you representing the aerial yoga practice .

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m. You agree to Market and Promote your AIReal Yoga™ Classes, Benefits, and/or Events as follows:

1. 1x Per Month on social channels
2. 1x Per Quarter in blog post; outline of blog content to be provided by AIReal Yoga™; style and delivery can be customized
3. Recommended as Business Growth Practice (not required):
 - Work with studio to print and display “evergreen” AIReal Yoga™ promotional flyers; digital file(s) to be supplied by AIReal Yoga™
 - Print and display “evergreen” AIReal Yoga™ promotional flyers in community
 - 2x Per Year Open-House (open to the public) Promotional Events featuring and promoting AIReal Yoga™; promotional event can tie-in with a studio, cause marketing initiative, other non-compete event(s), in partnership with other non-compete business(es), in partnership with other talent, etc.; if TEACHER TRAINEE would like promotional support from AIReal Yoga™, TEACHER TRAINEE to send information to AIReal Yoga™ for advance consideration and inclusion across social channels.

n. You agree to comply with the terms of this Agreement.

o. You agree to not copy the AIReal Yoga™ manual, either in part or whole, or make your own aerial Yoga manual, instructional material or media, or otherwise with the exception of media documenting your teaching class or poses for the purpose of promoting attendance at your class(es).

p. You agree to not create your own form of Yoga using the hammock.

5. Ownership Rights: You acknowledge that AIReal Yoga™ currently has, and will retain, all ownership rights and interests in, and to, the AIReal Yoga™ Curriculum, training materials, course materials, lesson plans, Copyrighted materials, Trademarks and other AIReal Yoga™ materials. You agree not to challenge, violate or compromise AIReal Yoga™’s ownership rights.

a. Trademark: AIReal Yoga™ and THE AERIAL STUDIO are trademarks of AIReal Yoga™. You agree to use these trademarks and any additional trademarks that may be used by AIReal Yoga™ in the future as agreed to with the prior written permission of AIReal Yoga™.

b. Copyright: AIReal Yoga™ currently owns and will retain the copyright and all ownership rights in the AIReal Yoga™ Curriculum and training materials, course materials and lesson plans. No part of these Copyrighted materials may be reproduced, copied or distributed, in any form or by any means without the prior written permission of AIReal Yoga™.

6. Term and Termination: This Agreement shall be for five (5) years from the date signed, and it shall renew itself automatically at each expiration date for an additional year unless terminated upon three (3) months prior written notice to the other party. In the unlikely event that you do not cooperate in fulfilling your commitments, under this Agreement, AIReal Yoga™ will have the right to terminate the term of this Agreement immediately by giving notice to you in writing. Upon termination, you expressly agree to stop using and return all AIReal Yoga™ materials, including but not limited to, the AIReal Yoga™ Curriculum, training materials, Copyrighted materials, Trademarks, course materials and lesson plans.

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7. Publicity and Privacy: You grant AIReal Yoga™ the right to use any pictures, audio or videos of you obtained during the Teacher Training Course on their website, for promotional purposes, and in course materials.

8. Restrictions and Limitations: You agree not to teach other prospective AIReal Yoga™ teachers. Your AIReal Yoga™ Certification or recertification does not entitle, nor qualify, you to train, teach, or give instruction to others in connection with, or towards completion of, the AIReal Yoga™ Teacher Training Course, or any portion or derivative thereof. Additionally, you agree not to divert or attempt to divert any business from AIReal Yoga™.

9. Assumption of the Risk of Injury: You recognize and acknowledge that participation in AIReal Yoga™ and/or the Teacher Training Course involves risk of bodily injury and death. You agree to, and do hereby, assume the full risk of injuries, including death, and of all costs, damages, and losses that you may sustain as a result of participating in any and all activities connected with or associated with AIReal Yoga™.

10. Waiver and Release of Claims for Injury: You agree to and do waive, release and relinquish all claims of every kind, known and unknown, present and future, that you may have against The Aerial Studio LLC. DBA AIReal Yoga™ and their officers, agents, servants, teachers, and employees, arising out of, connected with, or in any way related to, AIReal Yoga™ or your participation therein.

You fully understand the waiver – release of claims and execute it on your own free will and without any reservation.

11. Disclaimer of Warranty: AIReal YOGA™ SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF, OR ARISING OUT OF, THE AIReal YOGA™ CURRICULUM, AIReal YOGA™, THE TEACHER TRAINING COURSE, OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITIES FOR NEGLIGENCE. AIReal YOGA™ MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THE AGREEMENT OR ANY OTHER COMMUNICATION, AND AIReal YOGA™ SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification: You agree to indemnify and hold harmless AIReal Yoga™ and their officers, agents, servants, teachers, and employees from any and all claims of every kind, known and unknown, present and future, that you may have arising out of, connect with, or in any way related to AIReal Yoga™ or your participation therein.

13. Choice of Law: This agreement shall be interpreted under the laws of the States of California, without giving effect to the laws governing conflict of laws. Any dispute related to this Agreement shall be brought exclusively in the county court of Ventura, California or the state or federal courts of Los

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Angeles, California and you hereby agree to the exclusive jurisdiction thereof and waive any arguments of forum non conveniens.

14. Miscellaneous:

- a. Each provision of this Agreement is severable from all others, and, in the event any provision shall be declared by a court of competent jurisdiction to be null, void, or unenforceable, such declaration shall not affect the remaining provisions herein which shall continue to be in force and effect.
- b. The rights, duties and obligations set forth in this Agreement are personal to the parties and may not be assigned except with the advance written permission of the other party.
- c. This Agreement is the only agreement of the parties and there is no collateral agreement (oral or written) between the parties in any manner relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument in writing signed by both parties.
- d. All notices provided for in this Agreement shall be sent by mail to AIReal Yoga™ at the address set forth above and to you at the address on file with AIReal Yoga™. Either party may change its address by giving notice in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the day and date first set forth above.

SIGNATURES:

AIReal Yoga™:

TEACHER TRAINEE:

PRINT NAME: _____

PRINT NAME: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

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