

# EMBODYING THE SKELETON AS A SYSTEM OF SPIRALS IN THE PRACTICE OF YOGA

## **Notice & Release of Online Classes**

Thank you for choosing to participate in one of our live online classes (the “Class”). The Class is provided by Lisa Clark Yoga Online which is referred to throughout this document as “Lisa Clark” and “we.” Please review this Notice and Release of Video of Live Online Class (“Release”) carefully before signing, as it establishes the policies that govern your participation in Class.

**No Recording.** As a condition of participation in Class you warrant and guarantee that you will not record, capture, screenshot, or otherwise engage in any electronic motion picture or photographic acquisition of the Class. California law requires all parties to consent to be recorded ( Cal. Penal Code 632 ). It is a crime to use electronic recording devices to record communications without the consent of all parties involved. By signing this Release, you warrant that if a Class is recorded by another participant, or unauthorized third-party, or in any other medium or fashion, you acknowledge and agree that Lisa Clark has no control of such recording, and hold Lisa Clark harmless against any damages or claims arising out of such recording.

**Online Class.** Class will be hosted online on the Zoom ( [zoom.us](https://zoom.us)) platform or through other similar platforms. We encourage participants to make their own choices concerning privacy. You always have the option to not use your video camera and name during Class sessions. While we do our best to insure that only authorized participants access the Zoom platform for Class sessions, there is always an inherent risk of unauthorized persons joining the online Class session. We ask all participants not to record any Class. However, Lisa Clark cannot guarantee the security or privacy of Class, nor that it will not be recorded by an unauthorized party.

**Comment / Discussion Areas.** Students are responsible for the content of messages they post in the community chat areas during Class sessions. You are responsible for the personal information you choose to submit in these instances. Please take care when using these features.

**Live Streaming.** If you participate in any live streaming activities with Lisa Clark Yoga Online (Company) or Lisa Clark EmbodiYoga (Company) you are providing your consent for Company to record and reuse the live streaming material in Company’s sole discretion, including but not limited to, educational and marketing purposes, recorded videos, and any other form of audio visual currently in operation or yet to reach market.

**Indemnification.** As a condition of participation in Class, to the greatest extent permitted by law, you release, defend, indemnify, and hold harmless Lisa Clark against any claims, damages, liability, and expenses (including attorney fees) arising from or related to the unauthorized capture, recording, and use of images, recordings or material, including but not limited to claims of defamation, invasion of privacy, rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion, or use in composite form that may occur. The terms of this indemnification and assumption of risk policy shall survive the expiration of your participation in class.

**Acknowledgment and Agreement.** At the time of purchase for the Class, you will check a box to agree to the terms and conditions of this website and to this agreement which is equivalent to signing this Release. By signing this Release you acknowledge and agree to the following statements: (1) I have read and understood this entire document; and (2) I am legally bound by this document.

### Video and Photography Release

This workshop may be video recorded and/or photos may be taken. **Registration for classes in the Body-Mind Centering® & Yoga Immersion Series: Foundations in Embodied Anatomy requires your consent as outlined below.**

I understand that **Lisa Clark** will be photographing and/or recording the workshop for which I am registering and that these photographs and/or recordings may contain my name, likeness, statements and/or voice (collectively, the “Materials”). I hereby give and forever grant **Lisa Clark**, her licensees, heirs and assignees, the right to use, adapt, publish, modify and reproduce the Materials for any purpose across all media now known or created in the future, and in any format, through the universe.

In consideration of the printing/production deadlines, I hereby waive any right that I may have to inspect and approve the finished product or copy that may result from the uses of the Materials. I also waive and release any claim that I may have against **Lisa Clark**, her licensees, heirs and assignees, based upon or arising from such uses, including without limitation, any moral rights of any description, any right to approve the use of the Materials, any claims for invasion of privacy, violation of the right of publicity, defamation, and/or copyright infringement, or for any compensation for such uses.

This release will be governed by and construed in accordance with the laws of the United States and the State of North Carolina, notwithstanding any state’s conflict of laws or choice of law rules to the contrary. I further agree that any actions concerning any dispute relating to this release shall be brought in the **Superior Court of the State of Northern California, Contra Costa County, or in the United States District Court of the Northern District of California**, and that the prevailing party in any action shall be entitled to receive from the other party its reasonable attorneys’ fees and costs.

I have read the forgoing and fully understand and confirm my agreement by submitting my registration for this workshop. I am of the legal age of majority in my state or country and I am authorized to grant the permissions, waivers and releases set forth above.