

Terms and Conditions of Use

Acceptance of Terms of Use

Twisted Sister Yoga, LLC, (the “Company”) maintains the Website located at <https://www.TwistedSisterYogaLLC.com> (the “Website”). These Terms of Use (the “Agreement”) set forth legally binding provisions for your use of the Website. By using the Website, you agree that the Agreement is enforceable against you and that you are legally bound by this Agreement. If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Website.

Ownership of Content

As between you and the Company, Company owns, solely and exclusively, all right, title and interest in and to the Website and all content including audio, video, writings, photographs, illustrations, graphics, software, data and materials thereon (collectively, the “Content”), the look and feel of the Website and any intellectual property rights therein. You may download the Content displayed on the Website for your non-commercial use only. You may not remove or alter any intellectual property legends or notices contained on the Content. You may not distribute, modify, transmit, reuse, repost, or make derivative works using any of the Content for commercial purposes.

Submission of Content

If you contribute content to the Company for publication on the Website, you hereby grant the Company a non-exclusive, perpetual, worldwide, irrevocable license to use such content. In most cases, Company will only use this content on its Website, but Company reserves the right to use this content in other ways, such as using it to make derivative works which may be commercially exploited by the Company. You agree that the Company may use your content for these purposes without making any payments to you. If you are not willing to grant Company these rights, please do not contribute content to our Website. Please make sure that any content you contribute does not infringe on the intellectual property rights of any third party. For example, if you upload a video or a photograph, make sure that you are the author of the work and that you have full intellectual property rights to such work. Do not upload content to which you don't own the rights.

Disclaimer of Warranties and Limitation of Liability for Content

All Content and other materials on the Website are provided “as is” without a warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The Company assumes no responsibility for damage to your computer or other property resulting from your use of the Website. You understand and agree that any downloading or obtaining

of Content through the Website is done at your own risk. In addition, we disclaim any and all responsibility or liability for the accuracy and legality of Content and other materials found on the Website. The Company shall not be liable for any damages arising from your use of the Website or the Content.

Health Disclaimer and Representations

By using the Website you recognize that you are participating in yoga classes, health programs, video and audio programs, workshops and/or other wellness, exercise and healing arts activities offered by the Company both in the physical facilities of the studio or online (collectively, the “Activities”). You recognize that you must be in appropriate physical and mental health to participate in the Activities. You understand that the Activities may require intense physical exertion, and you represent and warrant that you are physically fit enough to participate and you have no medical condition which would prevent your full participation in the Activities. You recognize that the Activities may cause or aggravate a physical injury or medical condition. You understand that it is your responsibility to consult with a physician before your participation in the Activities. If you have done so, you have taken the physician’s advice. If you have any of the Risk Factors (as defined below) for an increased risk of coronavirus infection (“COVID-19”), you will consult with a physician before you participate in any Activities at the physical location of the Studio and will follow the physician’s advice.

You are aware that your participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack, or stroke and may aggravate pre-existing injuries. You understand that you could experience muscle, back, neck, and other injuries as a result of your participation in the Activities. Not all exercises are suitable for everyone. You understand your physical limitations and you are sufficiently self-aware to stop or modify your participation in any Activity before you become injured or aggravate a pre-existing injury.

You are aware that your participation in the Activities at the physical location of the Studio could result in exposure to COVID-19. You are aware that, if you are over the age of 65 or have an underlying medical problem (such as asthma, chronic kidney or lung disease, diabetes, hemoglobin disorders, immunocompromised or with significant liver disease, heart conditions, obesity or pregnancy) (collectively, “Risk Factors”), you have an increased risk of contracting serious medical issues or potential death if you are exposed to COVID-19.

You understand that it is your responsibility to judge your physical and mental capabilities for the Activities and to ensure that, by participating in the Activities, you will not exceed your capabilities while performing such activity. You will select the appropriate level of classes for your skills and abilities, as well as for any limitations you have. You understand that instructors may suggest the use of props, equipment, poses, modifications, and instruction and it is your sole responsibility to determine if any such instructions are appropriate for your level of ability and physical and mental condition.

You understand that the Company is not a medical organization. Its instructors and staff are not medical doctors and they cannot and will not give you any medical advice or diagnosis. Nothing contained in the Website should be construed as any form of medical advice or diagnosis.

Third-Party Websites

We may display links to and/or advertisements of third-party websites (“Third-Party Sites”) or products that are not provided by our Company. The display of such links or ads does not constitute or imply our sponsorship, endorsement, or approval of Third-Party Sites and we are not responsible for, and we do not make any representation or warranty with respect to any Third-Party Sites. If you choose to use Third-Party Sites, you do so at your own risk. We encourage you to conduct your own research and due diligence regarding such third parties and their products. You understand that when using Third-Party Sites, you are subject to the terms of use of such Sites, and not to our Terms of Use. Any claim you may have against Third-Party Sites must be brought directly against such Sites. You acknowledge and agree that under no circumstances will our Company be liable for any act or omission of a Third-Party Site or for any injury, loss, or damage incurred by you as a result of your use of Third-Party Sites or any goods offered on such Sites.

Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE Website, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEBSITE, AND ANY THIRD-PARTY WEBSITE WITH WHICH IT IS LINKED.

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY OR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE AND ITS CONTENT, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT

MADE AVAILABLE VIA THE WEBSITE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) COMPANY BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, UPLOADING OR DOWNLOADING ANY CONTENT TO OR FROM THE WEBSITE, (B) COMPANY BE LIABLE FOR ANY INDIRECT, EXTRAORDINARY, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING FROM OR RELATING TO THE WEBSITE OR THE CONTENT, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) COMPANY 'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE WEBSITE OR THE CONTENT EXCEED THE FEES ACTUALLY PAID BY YOU TO COMPANY IN THE PRIOR 12 MONTHS.

Waiver of Liability for Personal Injury and Indemnity

You acknowledge that there is a risk that you may be exposed to COVID-19 if you participate in any Activities at the physical location of the Company. You acknowledge that such participation may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. You acknowledge that the Company is not responsible if you become exposed to COVID-19 while participating in such Activities at the Company.

In further consideration of being permitted to participate in the Activities (either online or at the physical facilities), you knowingly, voluntarily and expressly waive any "Claim" (as defined below) you may have against the Company, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that you may sustain as a result of participating in the Activities (either online or at the physical facilities) at the Company even if the Claim arises from the negligence of any Released Party or anyone else.

You agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

"Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, illness or death that you may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity (either online or at the physical facilities) or exposure to COVID-19 as a result of participating in any such Activity.

You, your heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

Statute of Limitations You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, the Content or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Changes to the Terms of Use

We may change this Agreement from time to time in the exercise of our discretion and we will post a notice on the Website in the event we make a change. Your continued use of the Website following our posting of any such changes means that you have accepted those changes.

Governing Law

Any legal action brought against the Company shall be governed by the laws of the State of New Jersey without regard to its conflicts-of-law rules. Any claim asserted against the Company shall be heard and determined in the federal or state courts located in Monmouth County, New Jersey. Users of the Website agree not to commence any litigation relating to the use of any of the Website, except in courts located in New Jersey.

Contact Information

If you have any questions about this Agreement, please contact the Company at: Cheryl@TwistedSisterYogaLLC.com.