**Fill in this information to identify the case:**

Debtor name: Yogaworks, Inc., et al.

United States Bankruptcy Court for the: **District of Delaware**

Case number (If known): 20-12599 (KBO)

RECEIVED

MAR 02 2021

BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Modified Form 410

# Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

**The original of this completed form (faxes not accepted), together with accompanying documentation, must be either (a) delivered to the Claims and Noticing Agent at the address set forth on the Bar Date Notice, or (b) filed using the online claim filing system of BMC Group at www.bmcgroup.com/YogaWorks, in either event so as to be received no later than the General Bar Date of February 10, 2021 at 5:00 p.m. (prevailing Eastern Time) or for governmental entities the Governmental Bar Date of April 12, 2021 at 5:00 p.m. (prevailing Eastern Time).**

## Part 1: Identify the Claim

**1. Who is the current creditor?**

Debora Rostamkhani

Name of the current creditor (the person or entity to paid for this claim)

Other name the creditor used with the debtor _____

**2. Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| Debora Rostamkhani | |
| Name | Name |
| 5814 Kester Avenue | |
| Number Street | Number Street |
| Sherman Oaks, CA 91411 | |
| City State ZIP Code | City State ZIP Code |
| Contact phone 310-433-4947 | Contact phone _____ |
| Contact email drostamkhani@gmail.com | Contact email _____ |

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**4. Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

YOGAWORKS POC
00467

## Part 2: Give information about the Claim as of the Date the Case Was Filed

**6. Do you have any number you use to identify the debtor?**

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

**7. How much is the claim?** $ 575.00 . **Does this amount include interest or other charges?**

☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Membership fee

**9. Is all or part of the claim secured?**

☑ No
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____.
(when case was filed) _____%

**Annual Interest Rate**

☐ Fixed
☐ Variable

**10. Is this claim based on a lease?**

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____.

**11. Is this claim subject to a right of setoff?**

☑ No
☐ Yes. Identify the property: _____

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:* **Amount entitled to priority**

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____
- ☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7). $_____
- ☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

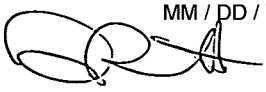
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/26/2021
MM / DD / YYYY



Signature

**Print the name of the person who is completing and signing this claim:**

Name: Debora Rostamkhani
First name | Middle name | Last name

Title: _____

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 5814 Kester Avenue
Number Street

Sherman Oaks, CA 91411
City State ZIP Code

Contact phone 310-433-4947 Email drostamkhani@gmail.com

yogaworks

Membership # 7795268

# MEMBERSHIP AGREEMENT

## MEMBERSHIP

**Membership Type:** ☒ Individual ☐ Corporate **Membership Area:** ☐ Single Studio ☐ Regional ☒ National

## PERSONAL INFORMATION

| Last Name | First Name | Middle Initial | Date of Birth (MM/DD/YY) | ☐ Male ☒ Female ☐ Would rather not say |
|---|---|---|---|---|
| RostamKhani | Debora | | 2/14/88 | |

| Mailing Address | Apt. # | City | State | Zip Code |
|---|---|---|---|---|
| 34022 El Encanto Ave | #B | Dana Point | CA | 92629 |

| Home Phone | Work Phone | Company | Occupation |
|---|---|---|---|
| ( ) | ( ) | | |

| Cell Phone | Email Address | Referred B |
|---|---|---|
| (310) 433-4947 | dvostamkhani@gmail.com | |

## MEMBERSHIP TERMS AND PAYMENT

☐ **MONTHLY**

Payment Method: ☐ Visa ☐ MC ☐ AmEx **Start Date** ___/___/___

Monthly Membership Dues: $_____ first month and $_____ per month thereafter Minimum Months:_____

**I authorize YogaWorks to electronically deduct my monthly dues, any past unpaid dues and any other taxes, fees or charges (collectively, the "Monthly Amount") from the credit card noted above on the ___ day of each month. I agree that if a minimum number of months is set forth above, I will be charged monthly dues for no less than the stated number of months.**

**Authorized signature:** **Date:**

☒ **PREPAID**

Payment Method: ☐ Visa ☐ MC ☐ AmEx ☐ Cash ☐ Check **Start Date** 3/2/20

Prepaid Membership Dues: $ 575

**I authorize YogaWorks to electronically deduct my prepaid dues on** 2/8/20 **for a** 1 **month membership which is inclusive of all taxes, fees or charges and is net of any free months or other promotions.**

**Authorized signature:** **Date:** 02/08/2020

Notice Addresses: Yoga Works, Inc., 5780 Uplander Way, Culver City, CA 90230 or memberservices@yogaworks.com

Yoga Works, Inc. and its subsidiaries and affiliates (collectively, "YogaWorks") operate studios that provide yoga, Pilates and other activities to promote fitness and good health under the YogaWorks brand as well as certain other brands, including Yoga Tree. YogaWorks' studio hours vary by individual location, but studios are generally open between 8:00 a.m. and 7:00 p.m. on weekdays and close earlier on the weekends. Please visit www.yogaworks.com or www.yogatreesf.com for a current listing of class times and descriptions which may change from time-to-time.

MEMBERSHIP AND PAYMENT

By signing this Membership Agreement (this "Agreement") you acknowledge and agree to the terms and conditions set forth in this Agreement, including the terms and conditions specific to the membership type set forth in this Agreement. Your membership access applies only to regularly scheduled in-studio classes at YogaWorks' studios and begins on the start date set forth above. Special events, workshops and teacher training sessions require additional payments and/or agreements for access. Your membership dues are based on a period of time and are in no way related to or adjusted based on actual usage of a YogaWorks' studio. You have provided YogaWorks your credit card or bank account information for the purpose of paying membership fees, dues and taxes as applicable by law. Payment for additional goods, services and related taxes, which may include fees for towel/mat rentals, locker rentals, food, beverages, workshops, special events, retail apparel, a MyYogaWorks video subscription and other similar items, shall be paid by cash or credit card in additional transactions. YogaWorks may, but is not required to, charge such additional amounts to a credit card that you direct YogaWorks to maintain within the YogaWorks point of sale system for purposes of facilitating additional transactions upon your written or verbal authorization to do so.

*Monthly:* If the "Monthly" option is selected above, **you understand and agree that this Agreement provides for a month-to-month membership with recurring monthly dues and fees ("monthly membership"), provided that if a minimum number of months is set forth above, you will be charged monthly dues for no less than the stated number of months.** Except as otherwise set forth in this Agreement, this Agreement will remain in force unless you cancel it as set forth herein. You will not receive a monthly statement for your monthly payment amount (the "Monthly Amount"). Your Monthly Amount, unless prepaid, must be paid via a credit card, debit card or an Electronic Funds Transfer Authorization program (your "Payment Method") on the date designated in this

Initials _____

Agreement and will continue to be charged to your specified Payment Method on or around the same day of each month until this Agreement is cancelled.

*Prepaid:* If the "Prepaid" option is selected above, **you understand and agree that the term of this Agreement is for a specific number of months ("prepaid membership")** and may not be cancelled and no refunds will be issued unless required by applicable law, which may include permitted cancellation in the event of death, disability or moving more than 25 miles from a YogaWorks' studio. Except as otherwise set forth in this Agreement, this Agreement will terminate at the end of the term of the prepaid membership.

*Introductory Offers*: All introductory offers, including discounted first or last months, are valid for first-time YogaWorks members only. A discounted introductory membership will not be available to a member again, including for membership lapses, cancellations and subsequent renewals or other reasons.

*Failure to Pay on Time:* You agree to pay a $20 fee for any returned check or debit problems, such as insufficient funds, closed accounts, frozen or declined credit cards or similar circumstances. Any unpaid balance for membership fees, goods or services that is more than 30 days past due may result in automatic suspension of membership privileges. You agree to pay any collection and/or legal costs incurred by YogaWorks for collection of any amounts due. You hereby authorize YogaWorks to charge any undisputed balances and overdue amounts to your then current Payment Method.

*Right to Modify Dues and Fees:* YogaWorks reserves the right to modify your dues and/or fees (e.g. suspension, late fees, or otherwise) at any time upon 30 days prior written notice. If you have a prepaid membership, YogaWorks may not modify the amount of your prepaid dues before the expiration of the current prepaid membership term.

MEMBERSHIP SUSPENSION POLICY

If you are a member in good standing, YogaWorks permits you to temporarily suspend your membership upon written request made to YogaWorks prior to the effective date of such temporary suspension for a fee of $15 per month. Membership suspensions are permitted subject to the following restrictions: (1) your membership may be suspended for up to 3 months in any 12-month period; and (2) your membership may only be suspended for full months not partial months. If you have temporarily suspended your membership under this policy, you will not have access to use any of the YogaWorks' facilities during the membership suspension period. Once the suspension ends, your membership will resume at the same rate in effect immediately prior to the suspension, although the date for monthly dues will change to a new date based on the dates of the membership suspension.

CANCELLATION POLICY

To cancel this Agreement for any reason including disability, death or moving more than 25 miles from a YogaWorks' studio, you must send a signed and dated notice of termination addressed to the Studio Manager of the location where you purchased the membership, to a YogaWorks' studio where you regularly practice or you may email a copy of such letter to memberservices@yogaworks.com. Addresses of YogaWorks' studios are available at www.yogaworks.com and www.yogatreesf.com.

*Monthly Membership:* You may cancel a monthly membership at any time for any reason (e.g., disability, death or relocation) effective as of your next scheduled payment date by sending notice of such termination prior to your next scheduled payment date subject to the minimum number of months set forth above, if any.

*Prepaid Membership:* A prepaid membership will expire automatically at the end of the prepaid membership term unless you renew your membership at the then applicable renewal rate before the expiration date. You may not cancel a prepaid membership unless required by applicable law, which may include permitted cancellation in the event of death, disability or moving more than 25 miles from a YogaWorks' studio. If required by applicable law, YogaWorks will refund the unused portion of any prepaid dues on a pro-rata basis, based on the number of days remaining in the prepaid membership term. Any free months will be automatically forfeited upon cancellation.

***Cancellation Rights*: You may cancel this Agreement at any time prior to midnight of the 5th business day after the date of this Agreement. If the total owed amount under this Agreement is between $1,500 and $2,000, you may cancel this Agreement at any time prior to the 20th business day after the date of this Agreement. The services under this Agreement shall begin within six (6) months after the date of the Agreement, and if the services are failed to be provided within such time frame, you may cancel this agreement and receive a pro rata refund. To cancel this Agreement, mail, email or deliver a signed and dated notice of termination which states that you are canceling this Agreement, or words of similar effect, to the Studio Manager of the YogaWorks' studio where you purchased your membership or where you**



Initials _____

**regularly practice, to Yoga Works, Inc. at 5780 Uplander Way, Culver City, CA 90230 or to memberservices@yogaworks.com.**

YogaWorks will make all commercially reasonable efforts to refund monies owed to you, if any, within 10 business days of receipt of notice of cancellation. In addition to the rights listed above, during the pre-sale period of a studio in development, you shall be entitled to a complete refund of any monies paid until the date that is 5 days following the commencement of regular classes at that new studio location. In the event of a studio closure, you may have additional protections afforded by local law beyond those provided to you under state law.

*Refunds:* Requests for a refund of dues will not be honored due to your non-use other than a pre-approved membership suspension nor will YogaWorks grant a refund for any time period in which your account shows utilization at any YogaWorks facility. Complimentary months received at purchase have no monetary value. Accordingly, you agree that any complimentary months given as an incentive to enter into this Agreement or as a result of a promotion shall not be considered in computing the amount of any refund.

*Termination for Cause:* YogaWorks may terminate your membership, in its sole discretion, if: (1) you fail to make timely payments; (2) your Payment Method is cancelled, interrupted or discontinued for any reason and you do not provide an acceptable alternative; (3) you fail to follow any of YogaWorks' membership policies or rules or violate any part of this Agreement; or (4) your conduct is improper or harmful to the best interests of YogaWorks or its customers as determined by YogaWorks in its sole discretion.

*Termination Without Cause:* YogaWorks may terminate your membership without cause or for any reason not stated above.

*Effective Date of Termination:* In the event that YogaWorks elects to terminate your membership as set forth herein, such termination will be effective on the date YogaWorks mails a notice of such termination to your last known address, emails a notice of such termination to you at your last known email address or hand delivers a notice of such termination to you. You are liable for all financial obligations incurred prior to the date of the termination.

*Effect of Termination:* Upon cancellation or termination of membership, your right to use all YogaWorks facilities ends. If you owe any amounts to YogaWorks, YogaWorks will deduct such amounts from any refund owed. If there is not enough money in the refund to cover all amounts you owe, you must pay the balance or YogaWorks shall be permitted to charge your then current Payment Method for such amount.

*Rejoin:* If you cancel your membership and you want to rejoin, you must buy a new membership at the then prevailing rates.

LOSS OR THEFT OF PROPERTY

YogaWorks is not responsible for lost or stolen property. You are encouraged to keep valuables with you at all times when using any YogaWorks facilities. Lockers and storage spaces (including areas for mat storage) are offered without any representation that they will be effective in protecting valuables.

GENERAL RULES

In addition to the rules set forth herein, YogaWorks may, from time-to-time, post at YogaWorks' facilities, or issue orally or in writing, additional rules that the members must obey for general safety reasons and mutually respectful use of the facilities.

PRESENTATION OF MEMBERSHIP CARD/ID

You may be required to have your picture taken and kept on file for security reasons. To use a studio, you must present your membership card or other YogaWorks-specified identification for check-in at the front desk. If your membership card is forgotten or misplaced, the picture on file will verify your identity or a valid form of identification may be required as membership and studio usage is not transferable. You may not allow any other person access to YogaWorks through the use of your membership (except when you are expressly permitted to bring guests). Doing so may result in suspension or cancellation, with any outstanding balance immediately due and payable.

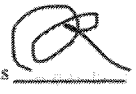
GUESTS

Members may be allowed to bring guests under certain conditions, however, all guests must sign in at the front desk with photo identification and sign a liability waiver prior to using YogaWorks' facilities.

CHILDREN'S USE

Children 12 years of age and older may participate in the generally available yoga/fitness classes when accompanied by a parent or legal guardian at all times provided a liability waiver has been signed by a parent or legal guardian unless otherwise expressly permitted by YogaWorks. Normal fees apply. YogaWorks reserves the right to discontinue usage for a child who is unsupervised.



Initials 

yogaworks

DRESS CODE

Proper athletic attire is required. No street clothes or shoes are permitted in the fitness area unless expressly approved in advance by a YogaWorks employee. YogaWorks has the right to prevent the participation in a class if proper attire is not worn.

PROHIBITED ACTIVITIES

Alcohol, drugs (including steroids), and smoking are prohibited within YogaWorks' facilities. You agree not to use any YogaWorks' facility or engage in any YogaWorks-related activity under the influence of drugs, alcohol or medication that may impair your ability to participate in the applicable activity or operate any equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within YogaWorks' facilities without the express written consent of YogaWorks' management. YogaWorks reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within YogaWorks' facilities.

HEALTH WARRANTY, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE

By signing this Agreement, you expressly acknowledge that the use of the facilities of YogaWorks may involve strength, flexibility, aerobic, cardio and/or other exercises, including the use of equipment, as well as soft tissue manipulation or manual adjustments (which may include the instructor, assistant, trainee, or mentee guiding your body to a pose or specific movement), all of which can be potentially hazardous activities that naturally involve the risk of injury to you, whether you or someone else cause it, and you understand and voluntarily accept this risk. In addition, you represent that you are (and at all times moving forward, when taking classes or receiving instruction by or through YogaWorks) in good health and have no disability, impairment, injury, disease or ailment that would prevent you from safely engaging in active or passive exercise or soft tissue manipulation or which would cause increased risk of injury or adverse health consequences as a result of engaging in active or passive exercise, and you further acknowledge and understand that it is your duty to notify your YogaWorks teacher in advance of each and every class of any changes in your good health standing). You acknowledge and agree that YogaWorks and its employees and agents do not diagnose or prescribe treatment for any illnesses or injuries. No service provided by YogaWorks is a substitute for medical treatment or care. Please inform your YogaWorks teacher in advance of each class if you prefer not to receive manual adjustments. Failure to do so will be deemed implied consent to receive manual adjustments in a class.

You hereby acknowledge and agree that YogaWorks will not be liable for any injury, including, without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse or partner, guest, unborn child or relatives resulting from the negligence of YogaWorks, anyone providing services on YogaWorks behalf or anyone else using YogaWorks' facilities and you release YogaWorks from any liability related to any such injury. All sessions, classes, use of YogaWorks' studio facilities (or entry/exit of such facilities), use of YogaWorks' studio-provided equipment or apparatus (whether during a class or otherwise), or use of any other YogaWorks service shall be at your sole risk. You understand that the decision to use any equipment or apparatus, or the selection of programs, methods and types of equipment, shall be solely your responsibility, and at no time may you use any equipment without supervision by a YogaWorks teacher, and YogaWorks shall not be liable to you for any claims, demands, damages or causes of actions due to injury to you or your property arising out of or in connection with your use of the services or facilities of YogaWorks, or any occurrence in or around a YogaWorks facility, regardless of whether the injury or damages were caused by the negligence of YogaWorks, its employees or its agents. This waiver of liability and release specifically applies to claims of negligent instruction, maintenance, and/or supervision that may arise as a result of injuries sustained before, during, or afterclasses or individual training sessions. Although YogaWorks instructors may provide guidance during a class or individual session, it is your sole responsibility to discontinue participation in any activity you feel is beyond your capability to safely perform and YogaWorks will not be responsible for any injuries or damages arising from your engagement in any activities at any YogaWorks' studio regardless of whether they were caused by the negligence of YogaWorks, its employees or its agents, trainees, assistants, or mentees. You acknowledge and agree that this waiver of liability and release applies to any and all incidents occurring on any YogaWorks owned, operated or controlled premises, including slip or trip and fall incidents, regardless of the cause. You further acknowledge and agree that YogaWorks is not liable and does not assume responsibility for any claims, losses, damages, costs or expenses arising out of any inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any act or omission of YogaWorks or any other party. The scope of this waiver of liability and release specifically includes any and all injuries sustained in or about the premises of any YogaWorks facility and during any event or program organized or operated by YogaWorks away from its facilities, including, without limitation, parks, beaches, community centers and schools.

**You expressly acknowledge and agree that by signing below you are relinquishing all rights you may have to sue YogaWorks for injuries arising out of the use of any YogaWorks facilities or its services.**

**This waiver of liability and release is intended to be interpreted as broadly as allowed under the law of the state where your primary YogaWorks facility is located.**

WAIVER OF CLAIMS RELATED TO DEFECTIVE EQUIPMENT



Initials _____

You understand and acknowledge that YogaWorks does not manufacture any of the fitness or other equipment at its facilities, but purchases or leases equipment from third parties. As such, you acknowledge and agree that YogaWorks is solely providing recreational services and may not be held liable for defective products.

WAIVER OF CLAIMS FOR THIRD PARTY SUPPLIERS

From time-to-time, YogaWorks makes arrangements with accommodation providers, activity providers and other independent parties ("Third Party Suppliers") to provide you with certain programming. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of services that form part of such programming. Although YogaWorks takes all reasonable care in selecting Third Party Suppliers, YogaWorks is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and, therefore, cannot be responsible for their acts or omissions. Such services provided are subject to the conditions imposed by the Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Suppliers. You acknowledge that Third Party Suppliers are individually responsible to operate in compliance with the applicable laws of the countries in which they operate and YogaWorks does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

OTHER ACKNOWLEDGEMENTS

You expressly acknowledge and understand that you will be automatically opted in to communications from YogaWorks with regard to the services provided, branding, marketing, or anything else and that it is your duty to opt out through the procedures outlined in such communications. You further expressly acknowledge and understand that your photo likeness may be used, without limitation, in connection with publicity, copyright, advertising, marketing, web content, social media or other uses and that permission is expressly granted for such uses, among others, and that no remuneration will be provided for such use.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, your use of YogaWorks facilities or services, YogaWorks' policies, procedures, practices, marketing, brochures or any other literature concerning YogaWorks services or facilities or the breach thereof, including, without limitation, any claim related to illness, injury or death, shall be subject to the following conditions: (1) the dispute will be governed by California law; (2) the parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including, without limitation, the validity, interpretation, performance and breach hereof, through a process of mediation in California under the supervision of a mutually agreed upon mediator; (3) in the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in California using one arbitrator pursuant to the then existing rules of the American Arbitration Association; (4) the maximum amount of recovery to which you may be entitled under any and all circumstances will be the amount you have paid to YogaWorks in the 12 months prior to the date of the claim. This agreement to arbitrate does not waive or modify any liability release agreed to by you. Arbitration against YogaWorks must be commenced within one year following the date of the incident giving rise to the claim. Neither YogaWorks nor any of its affiliates, employees or agents shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages. Further you expressly acknowledge and agree to waive any rights that you may have to pursue or participate in a class or collective action pertaining to any such claims related to YogaWorks.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding between you and YogaWorks with respect thereto. YogaWorks has made no express or implied warranties or representations other than those expressly set forth in this Agreement to induce you to enter into this Agreement.

Manual, handwritten or oral changes to this Agreement are not valid. Only a written document entitled "Amendment to Membership Agreement" signed by both an authorized representative of YogaWorks and you may change the terms of this Agreement. YogaWorks employees are not authorized to make any independent agreements with any member.

If YogaWorks does not enforce any right in the Agreement for any reason, YogaWorks does not waive its right to enforce it later. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

If any provision of this Agreement is held unenforceable, it is the parties' intention that such unenforceability shall not affect other provisions of this Agreement.

This Agreement may be executed in one or more original or electronic counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

This Agreement applies equally to all Yoga Tree San Francisco and other YogaWorks owned and/or operated facilities regardless of brand.



Initials _____

yogaworks

By signing this Agreement on your own behalf or as the parent or legal guardian of a minor, you are certifying that you are at least 18 years old and that you have carefully reviewed, fully understand and agree to all provisions of this Agreement. You further understand and agree that you are responsible for all payments described herein.

Acknowledged and Agreed:

Member:

02/08/2020

Signature Date

Debora Rostamkhani

Print Name

If Member is under 18 years of Age:

Signature of Legal Guardian Date

Print Name

YogaWorks:

2/8/20

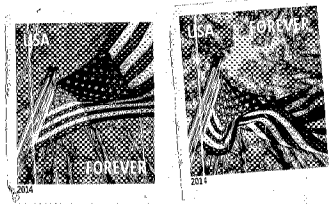
Signature Date

Mackenzie Campbell

Print Name



Initials _____

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