



Waiver Form

18488 Prospect Rd., Studio 2, Saratoga

SECTION I: AGREEMENT

1. In consideration of participating in the "Activity", I agree and acknowledge that I am fully aware that participation in the Activity involve risks and I accept all the risks,

2. "Claims" includes, but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity.

3. I agree and acknowledge that:

a. I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances; result in physical injury, serious physical injury or death.

b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

4. I accept full responsibility for any product or technology loaned to me as part of participation in this Activity and commit to return the same in good working order.

5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against Michelle Pendleton.

6. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that:

a. there may be no aid stations available for the Activity.

b. if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

7. I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician's advice.

8. No warranties or representations have been made to me about the Activity, which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

9. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

10. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against Michelle Pendleton.

11. I hereby acknowledge that I may be required to use an automobile to travel to and from the Activity or as part of the Activity. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for use in the Activity. I accept full responsibility for the automobile and that use of the automobile in the Activity will be at my own risk.

I also understand that;

_____ All payments are non-refundable or transferrable for any reason, including, but not limited to vacation, illness and injury.

_____ I will notify Michelle Pendleton immediately of any pain and/or major discomfort felt during any activity.

_____ No recording yoga sessions, unless granted permission and appropriate fees are agreed upon prior to service.

_____ No refunds for cancellations after 24 hours in advance.

12. Participant accepts and agrees to the terms and provisions contained in this agreement.

SECTION II: Privacy Policy, September 2020

This privacy policy covers the website owned or operated by Michelle Pendleton, including healingyogabymichelle.com.

I am committed to protecting your privacy and the security of your data as you use my websites, participate in my offerings, and exchange information with my business. When you do so, please understand that those interactions will be governed by this Privacy Policy.

Information I Collect

In some circumstances, the information I collect about you will be openly requested. In others, it will be collected automatically.

I only collect and process information on a lawful basis, meaning the information was derived either from your consent, a contractual obligation, or an identifiable legitimate interest.

Information Provided Voluntarily

Personal Information

I may ask you for personal information such as your name, address, email address and phone number when you sign up for my mailing list, respond to a survey, register for a program, or purchase a product or service. I will keep a record of the service you requested, and only ask for personal information as necessary for delivering the service.

Order & Billing Information

When you place an order with my business, you will be required to provide information for processing your payment. This generally includes a debit or credit card or other payment information, expiration dates, card security codes, your billing address, and similar information. I keep track of the products and services you purchase.

All of the above information is generally captured and processed by third-party vendors, such as customer relations management providers, payment processors, and merchant account providers. I do not capture this information on my own websites. Third-party vendors assisting with my business operations have their own privacy policies and terms of use for how they process information I share with them.

Such vendors include, but may not be limited to:

- Infusionsoft
- Stripe
- PayPal
- AdobeSign
- Google
- Thinkific
- Survey Monkey
- Jotform
- Typeform
- Leadpages
- Clickfunnels
- Wix
- Zoom
- Group Texting

- Wordpress

Information Collected Automatically

Activity Info (Log Data)

When you use my websites, information about your computer hardware and software, may be collected, such as:

Internet Protocol (“IP”) addresses, operating systems, browser types, device types, URLs, access dates and times; website pages that you visit; referring website information; universally unique identifiers (“UUID”), advertising identifier (“IDFA”), carrier and country location, hardware and processor information, network type, and other related data.

Use of Cookies

Cookies facilitate functionality such as “remembering” log-in names and passwords, or enabling or saving shopping cart contents. I may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to improve the experience you have with my websites.

Third-Party Analytics

I reserve the option to use third-party analytics services (such as Google Analytics) to evaluate and aggregate visitor data. Should these services be implemented, this privacy policy will be updated with relevant details.

Other Third Party Tracking Tools

I may also collect or receive information from third parties, such as Facebook, Instagram and/or other third-party social media and similar sites.

How to Access and Manage Your Personal Information

You may access, review, and make changes to information I have on file by emailing me at michelle@healingyogabymichelle.com.

You may unsubscribe from marketing communications by clicking the “unsubscribe” link located on the bottom of any marketing email you receive from me.

You will not be able to opt out of transactional emails related to purchases.

Not all database information can be removed completely, however I will endeavor to accommodate your Personal Information management requests in a timely manner.

How I Use and Share Your Information

I use the information I collect to understand your needs and to:

- present relevant information and content through my websites and email services;
- communicate with you, provide services, process orders, and administer programs;
- respond to your requests, ask for your feedback, and provide customer service;
- inform you of my offerings (and those of third-party colleagues and partners that may be of value for you);
- advertise to you on third-party platforms;
- improve my website, services, and offerings; and
- fulfill my legal or contractual obligations to you.

When you purchase products, services, or programs via my websites, your credit card company will record information about your purchase. I will not provide any additional personal data to your credit card company without your permission.

As necessary, I may share information collected with third parties assisting in the administration of my programs or services, including to those providing technical support, customer service, marketing assistance, etc.

In the event of the sale or transfer of my business to a third party buyer, or into collective ownership, or in the event of bankruptcy or liquidation, I may, as necessary, share your data with the buyer(s) or transferee(s).

In the event that I need to collect on a debt owed by you, I may, as necessary, share your information with an attorney or a court of law.

As required by law, court order or government agency, or when disclosing information is reasonably required to protect my business, it's property, my website, and the safety of others, I may be required or compelled to disclose information.

Personalized Ads

Through third party marketing partners or third party sites such as Google, Facebook, or Instagram, I may display advertisements to you based on data collected during your visit to my websites.

Facebook Custom Audience

I may use Facebook's Custom Audience (and similar retargeting services) to display ads on Facebook (or other sites) to individuals on my email lists or in my database. In doing so, I would provide personal information such as your name, email address, and phone number to enable Facebook (or other services) to identify your account.

Please Be Mindful

I am not responsible for any unauthorized third-party use of information provided when you participate in a shared, group, environment, such as in webinars, classes, and online conferences, via email, in chat rooms, on my blogs, or via telephone calls.

Security of Your Information

No method of transmission over the Internet or electronic storage is 100% secure. I incorporate standard industry practices internally, but cannot guarantee absolute security. Nor can I control the security of third-party businesses and vendors I work with, including email providers.

Children

I do not knowingly collect personal Information from children under the age of 13 through my websites. If you are under 13, please do not give me any Personal Information. If you have reason to believe that a child under the age of 13 has provided Personal Information to me, please contact me, and to the extent possible, I will delete that information from my databases.

External Websites

I have chosen the vendors I work with carefully, however, I am not responsible for the privacy practices or content of any third-party websites. It is your responsibility to review the privacy policy and terms of use applicable to each site. They may be different than mine.

California Privacy Rights

Residents of California have the right to request information regarding how any business they have a relationship with shares their personal information with third parties for direct marketing purposes. Californians can also request the identities of those parties with whom information has been shared during the preceding calendar year. To request disclosure of this information, please contact me kelly@kellyblaser.com.

California Do Not Track Notice

My websites do not support Do Not Track ("DNT") signals of web browsers.

Visitors Outside the U.S.

My website servers are located in the United States and are governed by the Internet laws of the United States. When you provide information through my websites, it is transferred to servers the United States. When you choose to submit information, you are authorizing this transfer, processing, and use.

EU Visitors and the GDPR

Residents of the EU are protected by the General Data Protection Regulation (the "GDPR"). I recognize all rights afforded by the GDPR.

To the fullest extent possible, we only collect and maintain personal data of our EU visitors or clients through third-party data processors. Depending on your engagement with my offerings, some data may be either deleted or utilized more quickly than others.

You may contact me to request that I update, correct, delete, or provide a copy of your information as stored with the third party vendors I work with.

You may opt out of marketing emails by clicking the “unsubscribe” link at the bottom of messages.

If you would like to provide feedback on my compliance with GDPR or other privacy laws, write to healingyogabymichelle@gmail.com with your first and last name, your country of origin, and a summary of your views.

Changes to This Privacy Policy

I may update this Privacy Policy as necessary in accordance with developments in the Internet privacy sphere and to protect your data. Whenever changes are made, the date at the top will be updated. I do not ever intend to make my Privacy Policy less protective.

Any use of my websites will be understood to correspond with your acceptance of the Privacy Policy currently in place.

Contact Me

If you have any questions about this Privacy Policy, please contact me via email at healingyogabymichelle@gmail.com with “Privacy Policy” in the subject line.