



Santosha Student Agreement

Santosha Yoga is devoted to creating positive change in the world one person at a time. Our Principle Sunny, founded Santosha YTT from her passion to create a Yoga Teacher Training program which is fully aligned with the yogic principle of non-greed, for the cultivation of contentment. Our teachers embrace sharing their wealth of knowledge from their hearts and strive to create nurturing and supportive learning environments for all.



Santosha Yoga and its teachers honour every one as an individual and unique. As such you are deserving of receiving the best quality experience possible. Our Yoga Teacher Trainings, will uphold a standard of excellence and devotion to the practice while respecting individual needs. We are committed to creating a space of safety and respect that will acknowledge and allow each individual's innate equanimity, truth, empathy and joy to grow through the process of learning. May all who pass through our courses feel a renewed sense of ease, vitality and enthusiasm for their life. May all also be blessed with health, compassion, love and always be free of suffering.



CLASSROOM POLICIES

It is essential that all students acknowledge and understand all classroom policies to allow for the best possible Yoga Teacher Training experience.

- ❖ All students are expected to act maturely and are required to show respect for other students and faculty members.
- ❖ Yoga is about self-awareness, self-respect, and self-control. When we begin the study of yoga there is an inherent understanding that an individual knows, first and foremost, to be responsible to and for oneself.
- ❖ As we practice yoga, remember to do nothing that does not sound or feel correct or appropriate for your body.
- ❖ Ask questions along the way and inform your senior teacher of any issues or concerns you have immediately, either directly or via your daily sign in sheet.
- ❖ Students must honour their energy. It is okay to be alone or as inward as one wishes.
- ❖ Students must honour their resistance; it is the opening for new growth and awareness. Look for subtle changes, not dramatic shifts.
- ❖ Students must take responsibility for their own experience. No need to be a caregiver, parent, or therapist for each other.
- ❖ Support each other. Commit to using "I" statements when sharing together.
- ❖ During class stay aware of how you intend to and are practicing. Your safety is our priority.
- ❖ Let the instructor know about any physical limitations, concerns or fears, so appropriate supports and touch may be suggested.
- ❖ 100% attendance for each module must be attained in order to achieve certification. All planned absences must be pre-approved by the course director. Students may make up for missed hours by arranging with the Senior Teachers to cover the material missed in private sessions at the student's expense.
- ❖ Honour confidentiality. Anything shared in the classroom, stays in the classroom.
- ❖ Students must come to class with appropriate materials: attire, books, and completed homework. Being unprepared for classes will be noted and can result in dismissal from the program.
- ❖ Students will be held responsible to complete all assignments as outlined in the Course Outline and reading the material will reflect in class participation.
- ❖ Possession of weapons, illegal drugs, and alcohol of any kind are not allowed at any time on training property.
- ❖ Should we reasonably suspect that you are under the influence of alcohol or a drug or not well enough to complete a class, we may ask you to leave before or during the class and you will not be entitled to a refund.
- ❖ No cell phones are permitted in the classroom. Therefore, no texting or social media use during classroom lecture and practices is allowed. Please turn cell phones off and leave in a safe place. No recording of class lectures is permitted unless prior arrangements are made with administration.
- ❖ Please come prepared to practice even if the class sounds more like a lecture. Please wear comfortable clothing that allows unrestricted movement.
- ❖ No chewing of gum is permitted in the class.
- ❖ Wear jewellery in moderation or take it off during classes.
- ❖ Do not wear strong smelling perfumes, bath oils, shampoos, lotions, aromatherapy or fragrances

Signature of participant: _____ Date: _____

Print Name: _____ Date: _____

CLASSROOM POLICIES

- ☐ I will communicate with my instructors, at any time if I feel unwell or injured during the retreat
- ☐ It is my responsibility to ask my instructors if I do not understand any particular concept that is taught
- ☐ I understand that drugs are not permitted on the onsite Accommodation or the Yoga Shala and that if I choose to partake in these activities, Santosha Yoga reserves the right to ask me to leave the retreat
- ☐ I understand that photos taken by Santosha during the course may be used for advertising or other purposes
- ☐ I understand that once the retreat has commenced Santosha can not refund any monies. If the situation has extenuating circumstances, Santosha will gladly discuss this further.
- ☐ I understand that my position will not be secured until my deposit of at least \$350.00 is received
- ☐ I understand if I am attending a Yoga Teacher Training in Bali or any other overseas destination that it is illegal to partake in, traffic or hold possession of any form of Drugs. If you are involved with any form of illegal narcotics you will be asked to leave the YTT immediately and no refund will be issued.
- ☐ I am aware that the Death Penalty exists in Indonesia for such offenses
- ☐ I understand that if i am on a motorbike, it is mandatory to wear my helmet, with the strap done up and tightened at all times during a YTT or I will not be able to graduate.
- ☐ I understand that I am in attendance to study hard and put in a 100% effort during the course.
- ☐ I understand the deposit is non-refundable but transferable.
- ☐ I have read and understood Santosha's Privacy Policy
- ☐ I have read and understood Santosha's Terms & Conditions

Signature of participant: _____ Date: _____

Print Name: _____ Date: _____

Photographic & Video Release Form

Permission to Use Videos & Photographs

I _____ grant to Santosha Yoga Institute Pty Ltd, Santosha Yoga Experiences Pty Ltd, its representatives, Licensees, Agents and employees the right to take photographs of myself and my property in connection with the Santosha Yoga Teacher Training courses I have enrolled in.

I authorise Santosha Yoga Institute Pty Ltd, Santosha Yoga Experiences Pty Ltd, its representatives, licensees, agents and employees, to copyright, use and publish the same in print and/or electronically.

I agree that Santosha Yoga Institute Pty Ltd, Santosha Yoga Experiences Pty Ltd, its representatives, licensees, agents and employees may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature: _____ Printed name: _____

Organization Name (if applicable): _____

Address: _____ Date: _____

Signature, parent or guardian: _____ (if under age 18)

HEALTH INFORMATION

To enable us to provide you with the best care and the safest training, please provide us with any details that may affect your ability to participate in the teacher training. If you have any injuries or health concerns please check with your Medical Practitioner before commencing the training. This form must be read, signed and handed in prior to the commencement of the course. A Student cannot attend the course until this is signed and returned to Santosha YTT staff! All information given on this form will be treated as confidential and inline with our privacy policy.

Name: _____

Email: _____

Address: _____

City, State, Zip: _____

Date of Birth: _____ Phone # : _____

In an emergency, please call: _____

Emergency Phone #: _____

Health Questions

Do you smoke? _____ Do you drink alcohol? _____

Do you take prescription medication(s)? _____

If yes to any of the above, please describe:

Do you have back, knee or shoulder pain? _____

Do you have previous injuries or surgeries? _____

Do you have high blood pressure or blood clots? _____

Do you have asthma, diabetes, or a heart condition? _____

Do you have any other health conditions not listed? _____

If yes to any of the above conditions, please describe:

Are you exercising now? If yes, how many hours per week? _____

Are you playing any sports? _____

Are you pregnant? If yes, when are you due? _____

Do you suffer from or take medication for any physical or mental disorder? _____

DISPUTE POLICY

Santosha YTT provides an opportunity for all participants (including teachers, employees & contractors) to resolve disputes of a serious nature. This policy applies to all Santosha YTT participants who are currently enrolled or were enrolled 30 days prior to the submitting their concern to the Senior Teacher

Procedure for Participant Disputes:

1. When a concern arises, the participant should address the concern with the staff member most directly involved in reasonable time. If the participant is not satisfied with the outcome at this level, the participant should put his/her concern in writing and deliver it to the Senior Teacher.
2. The Senior Teacher will arrange to meet with the participant to discuss the concern and desired resolution within 5 school days of receiving the participants written concern, or as soon as practicable.
3. Following the meeting with the participant, the Senior Teacher will conduct whatever enquiries and/or investigations are necessary and appropriate to determine whether the participant's concerns are substantiated in whole or in part. Those inquiries may involve further discussion(s) with the participant either individually or with appropriate (institution's) personnel.
4. The necessary enquiries and / or investigations shall be completed no later than 10 school days following the receipt of the participant's written concerns and shall be documented in writing for holding on record inline with Santosha Yoga Experiences privacy policy. The Senior Teacher will do one of the following within 10 days of receiving the participant's written concerns:
 - a) Determine that the participant's concerns are not substantiated; or
 - b) Determine that the participant's concerns are substantiated in whole or in part;
 - c) Determine that the participant's concerns are frivolous and vexatious.

The Senior Teacher will produce a written summary and provide a copy of the determination to the participant and Santosha's head office. A copy of all documentation relating to every participant's complaint should be signed by all parties. A copy shall be given to the participant, a copy will be placed in the participant's record inline with Santosha Yoga Experiences privacy policy.

5. If it has been determined that the Student's concerns are substantiated in whole or in part the Senior Teacher shall include a proposed resolution of the substantiated concern(s).
6. If the student is not satisfied with the determination of the Senior Teacher, the student must advise the Senior Teacher within 48 hours of being informed of the determination. Senior Teacher will immediately refer the matter to the Owner of the Institution. The Owner of the institution will review the matter and meet with the student within 5 school days.
7. The Owner of the institution shall either confirm or vary the determination of the Senior Teacher. At this point the School's Dispute Resolution Process will be considered exhausted.
8. If the issue is of a serious nature the Owner of the School may, in his/her sole discretion and cost, engage the services of a third party arbitrator to determine a resolution of the dispute and the arbitrators decision shall be final and the parties shall indemnify the arbitrator in every respect to his findings. The cost of the arbitrator shall be borne equally between the parties and payable in advance.

PRIVACY POLICY

1.0 Background

Santosha Yoga Institute and all licensees are committed to complying with the provisions of the Privacy Act that relate to how entities handle Personal Information. This Policy explains how we handle Personal Information relating to individuals, whether or not they are students, teachers or contractors, so as to ensure we meet our obligations under the Privacy Act. By providing us with your Personal Information, you consent to us collecting, holding, using and disclosing your Personal Information in accordance with this Policy.

2.0 Terminology

In this Policy the expressions "we", "us" and "our" are a reference to Santosha Yoga Institute and Santosha Yoga Experiences.

The expressions "you" and "your" refer to each and every individual whose personal information we may handle from time to time.

Any reference to us assuming an obligation under the Privacy Act or other privacy legislation can be interpreted as a reference to us also procuring our sub- contractors to undertake a reciprocal obligation to the extent relevant.

A list of defined terms is set out below:

- a) APP means the Australian Privacy Principles.
- b) SYI/SYE refers to Santosha Yoga Institute & Santosha Yoga Experiences.
- c) Personal Information means information or an opinion about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, including symbolic identifiers such as citizenship and immigration status.
- d) Privacy Act means the Privacy Act 1988 (Cth).

3.0 Protecting Personal Information

3.1 Types of Personal Information Collected:

We only collect, use or disclose an individual's Personal Information to the extent that this is reasonably necessary for one or more of our functions or activities.

This includes the following kinds of information:

- a) contractor information, namely:
 - (i) contact information such as an individual's name, address, medical information, date of birth, next of kin, and emergency contact;
 - (ii) Information relating to an individual's payments, salary or wages (such as group certificates, PAYG summaries, bank account details, tax file numbers, Australian business numbers and certain credit information)
 - (iii) Information relating to an individual's employment with the Company (such as leave details, medical records and performance information (including employee appraisals and discipline)); and (iv) information about whether an individual is Aboriginal or Torres Strait Islander. Please note that we only collect this last category of information when it is supplied voluntarily to us;
- b) Prospective employee and contractor information, namely:
 - (i) contact information such as name, address, telephone number and email address; and
 - (ii) pre-employment information such as curriculum vitae, resume, evidence of academic and operational qualifications and licences, pre-employment medical results; and
- c) prospective or existing customer and supplier contact information such as name, role title, address, company and company number, telephone number and email address.

3.2 Method of Collection

Our preference is to collect Personal Information about an individual directly from that individual unless it is unreasonable or impracticable for us to do so. However, we may collect Personal Information from third parties during job recruitment processes, for example from your nominated referees and/or through police or background checking processes. Or from third parties if completing class bookings, on your behalf and at your request.

Personal Information will generally be collected from you in person, over the phone, through written communications (either on paper or electronic) or by you completing forms or answering questions on our website

3.3 Purposes of Collection

Purposes for which we may collect **defined terms is set** Personal Information include, but are not limited to:

- a) to consider job applications and whether to employ an individual;
- b) to retain an individual as a contractor;
- c) to interview and consider an individual as a prospective employee or contractor;
- d) to engage with a potential customer/student or supplier;
- e) for complaints handling or data analytics purposes; and
- f) for any other purpose permitted by law.

3.4 Use and disclosure

We will generally use and/or disclose Personal Information for the primary purpose of collection and reasonably related secondary purposes, unless you consent to another use or an exception under the APPs or Privacy Act applies.

Secondary purposes might include business improvement programs, disclosure of gender metrics for statutory reporting purposes, and disclosure to maintenance personnel or other third party contractors (including outsourced and cloud service providers) who may be unable to avoid accessing Personal Information in the course of providing technical or other support services to our Company.

3.5 Access, Correction and Further Information

We will take such steps as are reasonable to ensure that the Personal Information which we collect remains accurate, up to date and complete.

We will provide you with access to your Personal Information held by us unless we are permitted under the Privacy Act to refuse to provide you with such access.

Please contact us via the details below if you:

- a) wish to have access to the Personal Information which we hold about you;
- b) consider that the Personal Information which we hold about you is not accurate, complete or up to date; or
- c) require further information on our Personal Information handling practices

3.6 Storage

Typically, we will store Personal Information in hard copy and electronic form.

3.7 Security

We will take reasonable steps to:

- a) protect the Personal Information held by us from misuse, interference and loss;
- b) protect the Personal Information held by us from unauthorised access, modification or disclosure; and
- c) destroy or permanently de-identify Personal Information once we no longer require it for our business purposes.

3.8 Openness

From time to time, we may change our policy on how we handle Personal Information or the types of Personal Information which we hold. Any changes to our Policy will be published on our website and you are encouraged to check the website regularly for updates. You may obtain a copy of our current Policy from our website or by contacting us on the details listed above.

3.9 Complaints

If you have a complaint about the way in which we have handled any privacy issue, including your request for access or correction of your Personal Information, you should advise us via the contact details set out above. If you remain unsatisfied with the way in which we have handled a privacy issue, we suggest you approach an independent advisor or contact the Office of the Australian Information Commissioner (www.oaic.gov.au) for guidance on alternative courses of action which may be available.

COPYRIGHT POLICY

The terms “us” or “we” or “our” herein refers to Santosha Yoga Institute Pty Ltd, Santosha Yoga Experiences Pty Ltd., Santosha YTT, www.santoshayogainstitute.edu.au, www.yogasurfingretreats.com
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- ❖ View our website and the material on our website on a computer or mobile device via a web browser;
- ❖ Copy and store our website and the material on our website in your web browser cache memory; and
- ❖ Print and copy pages from our manuals and website for your own personal and non-commercial use.

Santosha Yoga Institute Pty Ltd does not grant you any other rights in relation to the manuals, website or the material on the website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public material from manuals, website or the material on the website in any form or media without Santosha Yoga Institute Pty Ltd's prior written permission.

Data Mining

The automated and/or systematic collection of data from the website is prohibited.

Permissions

You may request permission to use the copyright materials on this website by writing to Santosha Yoga Institute Pty Ltd. 31a Queen Street, Fingal Head. NSW. 2487

Enforcement Of Copyright

Santosha Yoga Institute Pty Ltd takes the protection of its copyright very seriously. If Santosha Yoga Institute Pty Ltd discovers that you have used its copyright materials in contravention of the license above, Santosha Yoga Institute Pty Ltd may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

Infringing Material

If you become aware of any use of Yoga Alliance's copyright materials that contravenes or may contravene the license above, please report this by email to info@santoshayogainstitute.edu.au or by post: Santosha Yoga Institute Pty Ltd. 31a Queen Street, Fingal Head. NSW. 2487

How Infringement Of Copyright And Trademark Can Be Detected

As Internet commerce increases, so does the likelihood of being caught for unauthorised uses. Many companies aggressively patrol the Web for infringement. New technology makes it possible for copyright owners to encode music, artwork, photographs, and text with digital tags or marks that allow rapid tracking. There are specialised companies such that function as cyber bounty hunters. In addition, artist and writer organisations, such as the Association for the Protection of Internet Copyright (APIC) (also known as WebPosse, at www.a-w.org), seek out violations.

WAIVER AND RELEASE OF LIABILITY

Express assumption of risk:

I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all yoga exercise activities, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls, trips or slips which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training, including this yoga training program. I realise that liability may arise from negligence, incompetencies or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability with or without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others. I also acknowledge that I have read and understood the classroom policies.

Initials: _____

Release:

I acknowledge that I am willingly participating in these activities and that I have fully assumed all risks as described above. In consideration for my being allowed to participate in the Yoga training activities offered, I, the undersigned, hereby release Santosha Yoga Experiences Pty Ltd, their Officers, Directors, principals, agents, employees, contractors and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organisation to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnification:

The participant recognises that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant or contractor or employee or volunteer of The Principal due to his/her negligence. Should the fore mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Santosha Yoga Experiences Pty Ltd, Santosha Yoga Institute Pty Ltd, their Officers, Directors, principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

Force Majeure:

Santosha Yoga Experiences Pty Ltd is not liable under these Terms for non-performance caused by events or conditions beyond its control. This provision does not relieve Customer of its obligation to fulfil payment obligations.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights.

Signature of participant: _____ Date: _____

If the participant is under the age of 18, Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

[Office Use Only] Reviewed and entered by:

(Print): _____

Signature: _____ Date: _____