

QUESTIONS and ANSWERS about the WAIVER

1. Why is the Yoga Centre asking students to sign a waiver now?

Having students sign a waiver serves two purposes. First, it ensures that you are aware there are risks in taking yoga classes and your responsibility related to those risks. Second, it protects the Centre from claims for injury to person and property. Participants in sport and recreational activities have become increasingly aware of their right, if they become injured, to make a claim against the organizations offering these activities. In order to protect the Centre from the time and cost of defending an injury claim, we have created a release to ask people to think about their rights and responsibilities, and to waive any future claims against the Centre before engaging in any of our yoga classes, workshops or other events. The prevailing line of legal authority in Canada holds that releases relating to recreational sports activities are not unconscionable. We are one of the few yoga studios in Victoria who currently do not have a waiver.

2. Do I have to sign the waiver to take classes at the Centre?

Starting September 2015, all students must sign the waiver prior to attending classes, workshops, retreats, intensives and special events. The initial box insures that students think about each of the four points before signing the full waiver. To make registration easier, please print/download the waiver from the Latest News on our website home page iyengaryogacentre.ca

3. When do I sign the waiver?

The waiver must be signed before entering the studio to attend a class, workshop, intensive or retreat. The waiver is good for a set six month period. The six month periods are May to October and November to April.

4. Why are we signing the waiver on paper and not on an electronic device?

We have chosen the paper copy because we want you to take time to read the waiver carefully. With just a few tablets available you would be rushed. The Centre will keep the paper originals for 3 years. At that point, we will scan them onto a USB stick and hold on to them for another 2-3 years.

5. Why is the waiver written in this language?

This kind of language is consistent with language used in waivers examined by the courts in the prevailing line of legal authority in Canada.

6. Why doesn't the Centre just purchase enough insurance to cover damages and legal costs in the event we are sued?

A waiver provides protection against lawsuits and it would be prohibitive to pay the insurance rates for the amount of insurance required. The Centre's insurance company has recommended that we put a waiver in place, for the reasons cited in question #1 above.