



**PARASHAKTI
DANCE OF LIBERATION TEACHER TRAINING**

Teacher Training Agreement

IMPORTANT – READ CAREFULLY: This Teacher Training Agreement (this agreement) is a legal contract between you (as defined below) and Parashakti’s Dance of Liberation Program, administered by “Parashakti”. BY ENTERING INTO THIS AGREEMENT, OR BY BEGINNING THE TEACHER TRAINING COURSE, AS DESCRIBED HEREIN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.

1. Definitions.

“Official Communication” is Parashakti, 94-11 60th Ave #6C, Elmhurst, NY 11373, T: 646-415-7553

“Approved Studio” means a studio or venue that has been approved by Parashakti to offer the Dance of Liberation and Yogic Dance of Liberation. After receiving your certification, you may submit to Parashakti any request to teach Parashakti’s Dance of Liberation or Yogic Dance of Liberation Program at a studio or venue not currently offering that program. Parashakti has the sole right to approve your application to teach at a new studio or venue. Parashakti agrees to accept requests to teach unless unreasonable or such a request would interfere with an existing program offering.

“Parashakti Copyrights” is defined in Section 6.2 of the Agreement.

“Parashakti’s Dance of Liberation System” shall mean the proprietary Movement Therapy System, developed and owned exclusively by Parashakti, known as Parashakti’s Dance of Liberation, which includes the performance of ten (10) movements in the following order: Opening Ceremony, Invocation, The Calling, Intention Ceremony, Shaman’s Breath, The Blindfold, 1-hr Standard Dance of Liberation, Return Home -Hands on Healing, Sharing Circle and the Closing Ceremony.

“Dance of Liberation Teacher” shall mean a person who, upon successful completion of the Teacher Training Course, is certified by Parashakti and qualifies to teach Parashakti’s Dance of Liberation to the public at approved studios and venues using the Parashakti Dance of Liberation System.

“Certification” is defined in Section 2.3 of the Agreement.

“Certification Period” is defined in Section 2.4 of this Agreement.

“Marks” is defined in Section 6.1 of this Agreement.

“Medical Consent and Waiver” shall mean the document, attached hereto as Exhibit A and incorporated herein by reference, indicating you, and your physician’s verification that you are medically fit to engage in the Parashakti Dance of Liberation Teacher Training Course.

“Re-Certification Procedure” is defined in Section 2.5 of this Agreement.



“Teacher Training” and “Teacher Training Course” are defined in Section 2.2 of this Agreement.

“You”, “Your”, and “Yourself” shall include you, your heirs, your administrators, and/or employees, agents, parents, subsidiaries, affiliates, successors, assigns, representatives, and attorneys.

2. Certification Procedure and Terms.

2.1 Background and Purpose – To protect the integrity of the Parashakti Dance of Liberation System, only individuals who meet Parashakti’s standards may offer and teach Parashakti’s Dance of Liberation. Parashakti’s Dance of Liberation can only be taught at Approved Studios. The purpose of this Agreement is for you to complete the necessary training to become certified to teach Parashakti’s Dance of Liberation. Certification means that you meet Parashakti’s standards and qualifications to teach Dance of Liberation but Certification alone does not grant you the right to teach at any particular Approved Studio. You may only teach Parashakti’s Dance of Liberation if you are employed or engaged by the owner of an Approved Studio in his or her discretion. Certification does not mean that you will be given the opportunity to teach Parashakti’s Dance of Liberation.

2.2 Instruction – Parashakti agrees to provide, and you accept, subject to the terms and conditions of this Agreement, instruction in the Parashakti Dance of Liberation System for purposes of becoming a Certified Dance of Liberation Teacher. The Teacher Training Course will cover the Parashakti Dance of Liberation System and the other elements described in the Teacher Training Course outline that will be provided to you before or at Teacher Training.

2.3 Certification Standard – Following successful completion of the Teacher Training Course, in Parashakti’s sole discretion, and subject to the terms and conditions of this Agreement and the scope of license granted hereby, you will receive certification of your competence and qualification to be a Dance of Liberation Teacher (“**Certification**”). Attendance at Teacher Training and completion of course requirements, will not assure that you receive Certification. Parashakti will be the sole arbiter of whether you successfully complete the Teacher Training course and you hereby acknowledge and agree to the inherently subjective nature that inheres in this determination.

2.4 Term of Certification – Your Certification as a Dance of Liberation Teacher shall be for a period of three (3) years, beginning on the date of issuance of your Certification (the “Certification Period”).

2.5 Re-Certification – To maintain your Certification as a Dance of Liberation Teacher beyond the Certification Period, you must at least once during the last year of each Certification period (i.e. between the end of the second and third years of each Certification Period) attend, and satisfactorily complete, the Re-Certification requirements (in Parashakti’s discretion) at a Re-Certification seminar (the “**Re-Certification Procedure**”). The dates, times, locations, and costs of Re-Certification seminars will be posted on Parashakti’s web site www.Parashakti.org. Successful completion of the Re-Certification Procedure shall, in Parashakti’s sole discretion entitle you to an additional three (3) year Certification Period. You may seek Re-Certification as Parashakti Dance of Liberation Teacher, pursuant to the Re-Certification Procedure, as often as you wish.



3. Your Responsibilities.

As you pursue Certification during the Teacher Training Course, and after the Teacher Training Course, your responsibilities shall include, but not be limited to, the following (the failure to satisfy these requirements shall be cause for termination of this Agreement and/or shall cause you to not be certified):

3.1 Medical Consent. Providing Parashakti with a copy of the Medical Consent and Waiver, attached hereto as **Exhibit A.** signed by you and your physician, prior to beginning the Teacher Training Course. Should your medical condition materially change after you submit your Medical Consent (for example, you suffer an accident or become pregnant), you must provide another Medical Consent and Waiver after receiving another exam and approval from your doctor.

3.2 Complete Course Requirements. Satisfactorily completing all requirements of the Teacher Training Course, as determined by Parashakti in her sole discretion, including, but not limited to, satisfactorily learning and being able to perform all of the movements and complying with the Student Rules and requirements attached hereto as **Exhibit B.**

3.3 Comply with this Agreement: Quality Control. Faithfully observing the terms of this Agreement, and upon Certification, teaching the Parashakti's Dance of Liberation utilizing the same methods, practices, and principles you were taught in the Teacher Training Course.

3.4 Comply with All New Conditions in Future. Complying with all new conditions and matters pertaining to the Teachers Training Course, Certification, Re-Certification, and quality control as hereafter may be established by Parashakti.

3.5 Publicity and Privacy. Granting to Parashakti the right to use pictures audios, or videos of you obtained during the Teacher Training Course, which right is hereby granted.

3.6 Honor Code. Maintaining high ethical conduct whereby you must not lie, cheat, steal or fail to comply with any of the terms of this Agreement (the "**Honor Code**"). You must also report to Parashakti any violations of this Honor Code by any other student attending the Teacher Training Course, certified Parashakti Dance of Liberation Teacher, or any persons who are purporting or have purported to be Parashakti Dance of Liberation Teachers. Violations of the Honor Code include, but are not limited to, offering Dance of Liberation classes that do not strictly comply with the Parashakti Dance of Liberation System. Holding oneself out as a certified Parashakti Dance of Liberation Teacher if one is not (either because of a failure to certify or a lapse of Certification), or offering to train persons to become Parashakti Dance of Liberation Teachers. As part of the Honor Code, you have an obligation to report violations of the Honor Code that you become aware of and if you do not, you will yourself be in violation of the Honor Code.

3.7 Notices of Change of Address. Every time you change your address, you must notify Parashakti with your new address.



4. Rights and Limitations of Certification.

4.1 Right to Teach at Approved Studios. Subject to the terms and conditions of this Agreement, and receipt of your Certification. Parashakti grants you the right to teach the Parashakti's Dance of Liberation using the Parashakti Dance of Liberation System at any Approved Studio that engages or employs you to teach at such studio. You may only offer and teach Parashakti's Dance of Liberation in strict conformity with the guidelines established by Parashakti, in her sole discretion, and supplied to you from time to time, provided that you shall not offer or teach the Parashakti's Dance of Liberation or any class associated with Parashakti or the Parashakti Dance of Liberation System through any business or establishment that is not an Approved Studio as determined in Parashakti's sole discretion.

4.2 Restrictions and Limitations.

4.2.1 No Teaching of Other Prospective Teachers. Certification or Re-Certification does not entitle, nor qualify, you to train, teach, or give instruction to others in connection with or towards completion of, the Teacher Training Course, or any portion or derivative thereof.

4.2.2 No Additional or Different Elements. You may not add to, subtract from, or otherwise modify with respect to the classes you are certified to teach, any element (such as without limitation, varying, adding to or subtracting from the prescribed movements varying from the class duration, music or other movements or exercises, etc.).

4.2.3 No License of Marks or Copyrights. This Agreement does not grant you any right or license to use any of the Marks or the Parashakti Copyrights for any purpose whatsoever and you are expressly prohibited from doing so without Parashakti's prior written consent. Only Approved Studios are granted a license to use the Marks and the Parashakti Copyrights.

4.2.4 Effect of Termination of Certification or Agreement. Upon the expiration or termination of the Agreement or the expiration or termination of your Certification or Re-Certification you are expressly prohibited from teaching Parashakti's Dance of Liberation and you may no longer use the Parashakti Dance of Liberation System in any manner whatsoever, including, but not limited to, teaching any form of a blindfolded dance or mimic the movements that comprise a component of the Parashakti Dance of Liberation System under the Marks or under any other trade name, trademark, service mark or other logo or commercial symbol that indicates a connection to Parashakti or the Parashakti Dance of Liberation System, including any similar name.

5. Proprietary Rights.

5.1 Trademarks. "Parashakti," "Parashakti's Apprentice Program," "Gatekeepers," "Parashakti's Dance of Liberation," "Parashakti's Dance of Liberation System," "Birthing the Shaman Within," "Parashakti's Teacher Training," the Parashakti Dance of Liberation System trade (all white) dress, and the Dance of Liberation logo are trademarks and service marks owned by Parashakti, certain of which are either registered or are the subject of applications for registration under, and certain or all of which may be protected under US and international laws (collectively, the "Marks"). You acknowledge that you are not granted any license to use the Marks under this Agreement and only Approved Studios may use the Marks in connection with the teaching of Parashakti's Dance of Liberation. To protect and preserve the goodwill and image of the Marks and the Parashakti Dance of Liberation System, you shall avoid



deceptive, misleading or unethical practices that are, or might be, detrimental to the Parashakti Dance of Liberation System, Parashakti and her customers, or the public.

5.2 Copyrights. US Copyright laws and international treaties also afford protection to all or certain material elements of the following, in all of which Parashakti claims copyrights; the Parashakti Dance of Liberation System; all material provided in the Teacher Training Course and Re-Certification sessions, or in connection with any other course of instruction; and all publications of or by Parashakti including, without limitations, all books, documentations, texts, audio tapes, video tapes, films, sound recordings, photographs, all copies thereof, and any and all derivative works thereof, and all changes and/or modifications thereto (the “**Parashakti Copyrights**”). All rights, title, and interest in and to the Parashakti Copyrights are the sole and exclusive property of Parashakti. This Agreement does not provide you with title or ownership of any of the Parashakti Copyrights or any license to duplicate, copy, sell, publish, or otherwise use any of the Parashakti Copyrights. Except as expressly approved by the Agreement, publication, exhibition or demonstration of any of the Parashakti Copyrights, or any portion thereof or exercise related thereto, by or through any medium or publication (electronic or otherwise), including books, magazines, film photographs, or electronic images, is expressly prohibited. Parashakti asserts her claim to the moral right to be identified as the author of the Parashakti Copyrights.

5.3 Limitations on Use. The Parashakti Dance of Liberation System, and any and all methods, exercises, and/or materials related thereto may only be used, demonstrated, taught, or instructed by a Parashakti Dance of Liberation Teacher while holding a valid Certification and only from an Approved Studio. No right is granted to you by this Agreement, nor by Certification or Re-Certification in the Parashakti Copyrights (or any method and/or exercise related thereto), the Marks, nor any photograph or likeness of Parashakti. You will use your best efforts to cooperate with Parashakti to verify compliance with the terms of this Agreement.

6. Restrictive Covenants.

6.1 Reason for Covenants. You acknowledge that the Parashakti Dance of Liberation System, the training and assistance provided by Parashakti in the Teacher training Course, and the proprietary information disclosed to you during and following the Teacher Training Course (the “**Know-How**”) are of considerable value and would not be acquired except through implementation of this Agreement. Further, you acknowledge that Parashakti has devoted significant time and money in the development of the Parashakti Dance of Liberation System. As a result, you agree that Parashakti possesses a proprietary interest in such Know-How that the parties acknowledge as trade secrets owned by Parashakti and the Parashakti Dance of Liberation System because you will receive an advantage through the training provided to you pursuant to this Agreement and Parashakti’s disclosure of the Know-How to you.

6.2 Covenants Relating to Know-How. You agree that you:

- (i) will not use the Know-How in any business or capacity other than the teaching of Parashakti’s Dance of Liberation at an Approved Studio pursuant to the terms of this Agreement;
- (ii) will maintain the confidentiality of the Know-How at all times;
- (iii) will not make unauthorized copies of any portion of the Know-How disclosed in written or electronic form;



- (iv) will adopt and implement all reasonable procedures that Parashakti prescribes from time to time to prevent unauthorized use or disclosure any of the Know-How;
- (v) will immediately cease to use the Know-How upon the expiration or termination of this Agreement or at any time that you are not Certified or you are not engaged or employed by an Approved Studio.

6.3 Reasonableness and Covenants. You acknowledge and agree that the covenants described above are reasonable both in time and in scope of geographic area; Parashakti's use and enforcement of covenants similar to those described above with respect to their individuals who attend the Teacher Training Course is a benefit to you in that it prevents others from unfairly competing with you; and you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of these covenants. **You hereby waive any right to challenge these covenants as being overly broad, unreasonable or otherwise unenforceable.**

7. Term and Termination.

7.1 Term and Termination. This Agreement is effective until terminated by either you or Parashakti, or upon request of the Certification Period and failure to obtain Re-Certification, whichever occurs first. You may terminate this Agreement at any time by discontinuing your teaching of the Parashakti's Dance of Liberation and use of the Parashakti Dance of Liberation System and providing Parashakti with written notice of termination. Upon the expiration or termination of this Agreement, you must comply with the provisions of Section 4.2.5 and you must also destroy all Teacher Training Course materials and items related thereto that are in your possession or control and all other materials pertaining to a Parashakti's Dance of Liberation or the Parashakti Dance of Liberation System, including all copies thereof.

7.2 Grounds for Termination and Effect Thereof. Without prejudice to any other rights, Parashakti may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. Grounds for termination of this Agreement include, but are not limited to:

7.3 Non-Parashakti Studios. Offering Parashakti Dance of Liberation in a facility that is not an Approved Studio as determined by Parashakti's sole discretion;

Teacher Training. Teaching, purporting to teach, or advertising the teaching of other prospective Parashakti Dance of Liberation teachers;

Changing the Class. Teaching Parashakti's Dance of Liberation in a manner that deviates in any way from that taught to you in Teacher Training, or as subsequently directed by Parashakti to be taught (including, but not limited to: the length of the class, the number or order of the movements;, including any other forms of yoga or dance, meditation, or exercises in the class; or offering silent classes);

Quality Control. Failing to comply with any quality control standards imposed by Parashakti whether now existing or hereafter established;

Intellectual Property Violation. UnApproved use of the Parashakti Copyrights or the Marks.

Survival. The provisions contained under the headings Restrictions and Limitations, Proprietary Rights, Restrictive Covenants, Representations and Acknowledgements, Disclaimer of Warranty, Indemnification and General shall survive any termination or expiration of this Agreement.



8. Representations and Acknowledgments.

8.1 No Earnings Claim. You acknowledge and agree that Parashakti has not and will not provide any estimate of earning potential with respect to becoming a Dance of Liberation Certified Teacher or obtaining Certification. You understand that even if you receive Certification, you may not derive any revenue in connection with teaching Parashakti's Dance of Liberation.

8.2 No Right to Operate a Business. You understand that this agreement does not in any way authorize or enable you to start a business (whether through operating an Approved Studio or teaching at an Approved Studio). You understand that you must be engaged or employed by an Approved Studio in order to teach Parashakti's Dance of Liberation and Parashakti cannot guaranty that you will be engaged or employed by an Approved Studio.

8.3 No Existence of a Market. You understand that Parashakti does not represent that it will provide you with any assistance in locating students for Parashakti's Dance of Liberation classes. Parashakti does not make any representations regarding the existence of a market for Parashakti's Dance of Liberation.

8.4 No Refund. You understand that Parashakti has no obligation to refund any amount that you pay if you are not satisfied with the Teacher Training Course. Parashakti will only be obligated to refund amounts that you pay to Parashakti to the extent required by **Section 13** and **Section 14** of this Agreement.

9. Disclaimer of Warranty.

PARASHAKTI SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF, OR ARISING OUT OF, THE PARASHAKTI DANCE OF LIBERATION SYSTEM. THE TEACHER TRAINING COURSE, OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE BY PARASHAKTI, AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THE AGREEMENT OR ANY OTHER COMMUNICATION, AND PARASHAKTI SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THIS WARRANTY IS FOUND TO BE UNENFORCEABLE OR INAPPLICABLE FOR ANY REASON, ANY CLAIM AGAINST PARASHAKTI WOULD BE LIMITED TO FEES PAID TO HER.

10. Waiver of Liability.

As a material inducement to admit you to the Teacher Training Course, and as a material factor in the determination of the tuition charges therefore, you hereby waive any and all claims, and agree not to hold Parashakti or Parashakti's Teacher Training, including their employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, including any special, incidental or consequential damages, suffered by you or loss which you may incur. You also waive any right to any claim that is caused in whole or in part, may arise, occur, or be attributable to : (1) a breach of any representation, warranty, or promise made by you; (2) any misstatements made by you; (3) your failure to follow your instructions of your instructor(s); (4) your failure to disclose in writing any physical impairment or condition of yours; (5) your inability or failure to satisfactorily complete the Teacher



Training Course; (6) the travel accommodation facilities and/or accommodations arranged for you during the time you pursue the Teacher Training Course; (7) the courses offered and standard of instruction; (8) any accident guaranteed space in a preferred course due to illness, acts of God, civil unrest, terrorism, or any unforeseen circumstances; (9) any accident, injury or loss that occurs during Teacher Training, or their employees, agents, representatives, successors, assigns, partners, and instructors; or (10) your participation in the Teacher Training Course

11. Indemnification.

You agree to indemnify, defend and hold Parashakti, and Parashakti's affiliates, franchises, licensees, employees, agents, representatives, successors, assigns, partners, and instructors harmless from and against any and all claims, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of or resulting from: (a) your breach of any provision of this Agreement; (b) your negligence, recklessness, or willful misconducts; or (c) your assertion of a claim contrary to the provisions of the Waiver of Liability section of this Agreement.

12. Refund Policy.

Teacher Training is designed solely for those students who desire to achieve the highest level of physical, mental emotional and spiritual development through intense study of the Parashakti Dance of Liberation System. The ability to learn the Parashakti Dance of Liberation System in a relatively short period of time to the extent necessary to teach Parashakti's Dance of Liberation to others requires that the mind and body go beyond what the average person believes he or she can achieve. The essence of Teacher Training therefore requires that each student work through various barriers to complete the Teacher Training Course. Students must go through an application process and then are permitted by invitation only to participate in the Teacher Training because: (i) there are more applicants than spots available; (ii) the Teacher Training Course is very rigorous; (iii) students are provided to learn the Parashakti Dance of Liberation System directly from the world renown shamanic practitioner, Parashakti, and very advanced shamans, and specialists in other fields from around the world; (v) the Teacher Training Course is extremely physically and mentally draining on Parashakti and the other instructors, many of whom put their other activities on hold while they devote their time to participate in Teacher Training. Commitment to the program is therefore mandatory. Parashakti's Dance of Liberation Teacher Training offers students the opportunity to learn about Teacher Training, what it involves, and its rigorousness prior to applying. In the event a student voluntarily decides not to attend Teacher Training and communicates such decision to Parashakti in writing at least thirty (30) days prior to orientation, a student will be entitled to a refund as described in Section 13 of this Agreement. A student that voluntarily leaves or decides not to attend Teacher Training is not entitled to any refund, in whole or in part, of the Teacher Training Course fees. This policy is necessary for the reasons stated above, and has been adopted by Parashakti based on each student's fortitude, endurance, patience, perseverance, and courage, which will be tested in Teacher Training. Every student accepted into Teacher training can endure its rigors.

13. Buyer's Right to Cancel.

Parashakti is required to disclose that an application for admission becomes a legally binding agreement when signed by an applicant and accepted by Parashakti. However, newly registering students have the right to request a refund of all monies paid, less a Registration Fee of US \$100, thirty (30) days prior to orientation, as described in Section 13 of this Agreement. Refunds due under the terms of the Refund Policy will be provided within thirty (30) days of the date of the student's written request for cancellation. Accordingly, requests for cancellation must be made in writing to Parashakti. If you



cancel or withdraw early, you must return to Parashakti all materials you have received from Parashakti, and you may not retain any copies whatsoever.

14. General Provisions.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, including the conflicts of law provisions thereof, as they are applied to agreements entered into and to be performed entirely within the State of New York. Any action you, any third party, or Parashakti brings to enforce this Agreement or in connection with any matters relating to the Parashakti Dance of Liberation System shall be brought only in either the state of federal courts located in New York, NY, and you expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. 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. This Agreement constitutes the entire agreement and understanding between you and Parashakti and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein, and such agreement and understanding may be altered or amended only by a writing signed by both parties hereto. You may not assign this Agreement or any of your rights or responsibilities. This Agreement may be assigned by Parashakti. All provisions of this Agreement which by their nature survive termination or expiration of this Agreement shall so survive.

15. Tuition.

The training is \$6,600. Please send in your application with payment in full.



My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the cancellation and refund policies have been clearly explained to me.

I also understand this Agreement becomes a legally binding instrument when signed by me and Parashakti.

Name (PRINT): _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Student Rules and Requirements

The following are the minimum requirements that must be met to receive certification:

1. All requirements detailed in this Agreement must be adhered to both prior to and during the Teacher Training Course. Failure to comply with any requirement in this Agreement may, in Parashakti's sole discretion, result in your dismissal from the Teacher Training Course and jeopardize your certification.
2. Attendance at all classes is mandatory.
10. Smoking or drug and alcohol use is prohibited and will lead to immediate dismissal from the training.
13. Failure to meet any of the above requirements will result in withholding of your certification until you demonstrate your proficiency to Parashakti's satisfaction.

Please Understand that failure to meet requirements will jeopardize your certification.