The Cycle Studio LLC | Fitness Services Waiver
Version ONL01.01.22

The Cycle Studio LLC
a North Carolina Limited Liability Company in the business of providing Fitness Services (as defined below) to individuals and groups at its primary facility located at:

117 N Cypress Street
Wendell, North Carolina 27591 (the "Facilities")

Hereinafter, referred to as (the **"Studio"**)

*WHEREAS, each of the below client fields is completed by the individual client through a separate online form with identical field names (the **"Client Form"**). The responses in the Client Form are incorporated by reference and made part of this Waiver as **Attachment A – Client Form** for the purpose of defining the Client counterparty to this Waiver.*

Client Legal Name: (*as specified by the Client in Attachment A - Client Form*)
an individual who is seeking to participate in fitness-related activities, and who is further uniquely identified by his or her:

Client Address: (as specified by the Client in *Attachment A - Client Form*)
Client Phone Number: (as specified by the Client in *Attachment A - Client Form*)
Client Date of Birth: (as specified by the Client in *Attachment A - Client Form*)

Hereinafter, referred to as (**"Client", "I", "my", "me"**).

I, the Client, hereby agree that by electronically signing this fitness services waiver document provided by the Studio (the **"Waiver"**), I consent to waive certain legal rights, including the right to sue the Studio, and its owners, officers, directors, employees, instructors, contractors, volunteers, advisors, agents, affiliates, and the owners, landlords, or rental agents of its facilities (collectively, the Studio's **"Representatives"**) from any physical, material, tangible or intangible, injury, loss or damages, including death (collectively **"Losses"**), that may happen to me before, during, or after my participation in any of the Studio's fitness classes and related experiences and events (the **"Fitness Services"**).

I acknowledge and agree that I am voluntarily participating in the Fitness Services offered by the Studio. These Fitness Services may include, but not be limited to, the following classes and events:

Indoor
(On Studio Facilities)

- Group or Individual Spin / Cycling Classes
- Group or Individual Stretch Classes
- Group or Individual High-Intensity Interval Training (HIIT) Classes

Hybrid
(Indoor or Outdoor, either on- or off-Studio Facilities, e.g., road walk/runs)

- Group or Individual Walking Classes
- Sprint Triathlon Team Training

Scope of Fitness Services

I acknowledge and agree that the above list of Fitness Services is not exhaustive, nor is it intended to be a detailed description of the scope of activities, the environments, or locations involved for each of the Fitness Services.

From time to time, the Studio may offer new, limited-time, or unique classes, events, or experiences, each of which may be conducted by the Studio or sponsored by or facilitated with other organizations as part of its Fitness Services (collectively **"Expanded Services"**). I acknowledge and agree this Waiver includes any such Expanded Services under the definition of Fitness Services as evidenced by my voluntary sign-up and/or payment of such Expanded Fitness Services and does not require my having to sign a new Waiver.

My electronic signature of this Waiver indicates that I agree with and understand the following:

1. It is my responsibility to consult a physician before participating in the Studio's Fitness Services or any fitness program, and I affirm that I have no medical conditions that would restrict me from participating in any of the Fitness Services.

2. I agree to hold the Studio, and its Representatives, harmless from any Losses, that may happen to me while participating in the Fitness Services. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

3. I agree that the Studio offers Fitness Services with no guarantee of results. I agree that I am solely responsible for maintaining the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

4. I agree that participation in the Fitness Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor or qualified healthcare professional immediately.

5. I agree and verify that all of the information that I have given the Studio and its Representatives is accurate, up-to-date, and without the omission of any known medical issues.

6. I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Studio harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

7. I understand and agree that it is my sole responsibility to let the Studio know if I find myself in any pain or discomfort before, during, or after participating in any of the Fitness Services.

8. If I do require medical services while or after participating in the Fitness Services, I agree that the medical costs are wholly my responsibility, and I hold the Studio blameless from any charges, fees, or costs directly or indirectly related to the medical services and any health conditions that may incur.

9. This Waiver will bind and be enforceable against me and all my personal representatives. I agree that this Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.

10. I specifically acknowledge and agree that this Waiver is not intended to be a general release, which would be limited under some state and local laws.

This Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Fitness Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Fitness Services.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Fitness Services.

COVENANT NOT TO SUE. I will not initiate any lawsuit or other court action against the Studio, or any of its Representatives, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Studio, or any of its Representatives, in any capacity, including to hold the Studio, or any of its Representatives, liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Studio's, or any of its Representatives', negligence or omission. I also waive the right of any of my insurers' to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify the Studio, and its Representatives, and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that the Studio shall be able to select its own legal counsel and may participate in its own defense, if desired.

REPRESENTATION: I am over 18 (eighteen) years of age and medically and physically able to participate in the Fitness Services.

GOVERNING LAW: This Waiver shall be governed by and construed in accordance with the internal laws of North Carolina without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Waiver: Wake County.

I have read the above Waiver fully and I understand and agree to its contents. I understand and agree that by electronically signing this Waiver I forfeit any right, claim, or ability to hold the Studio, and its Representatives, responsible for any Losses that may occur during or after my use of the Facilities and participation in the Fitness Services.

Electronic Signature:

By typing my full name and date and clicking on "I Understand and Agree" in Attachment A - Client Form, I am signing this Waiver electronically. I agree that my electronic signature is the legal equivalent of my manual signature on this Waiver.

Electronically Signed – See Attachment A – Client Form

Client Name

Client Signature

Date