

## Complete Waiver and Release of Liability

Member Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

EMERGENCY CONTACT: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby give permission for myself (binding also my personal representatives, heirs and assigns) to participate in cycling classes and other fitness classes, programs, activities or exercises, including, without limitation the use of any stationary bicycles or other equipment (collectively "exercise activities") offered by SoHo Cycling Studio, LLC (the "Studio"), from time to time. I understand the nature of the exercise activities and use of the equipment and the inherent risk in participating in such activities, whether caused by my actions or inactions or those of the Studio, the instructors or other participants. All participation in the exercise activities will be at my sole risk, and I assume all risk and responsibility for any injuries, damages or losses, regardless of the severity. I represent and warrant to the Studio that I am in good health, have all necessary medical approval to participate in the exercise activities and am otherwise competent and qualified to participate in the exercise activities. I agree that if at any time I believe it is unsafe for me to participate in any of the exercise activities, I will immediately inform the Studio and discontinue my participation in such activities. I also acknowledge that I have read this entire Agreement and agree to be legally bound by its terms as a condition of my participation in any of the Studio's exercise activities.

In consideration of my participation in the Studio's exercise activities and use of the Studio's facilities and equipment, I (binding also my personal representatives, heirs and assigns) hereby irrevocably release the Studio and its members, managers, employees, instructors, independent contractors, agents, representatives, landlords, affiliates, subsidiaries, successors and assigns (collectively referred to as the "Studio Parties"), and waive and covenant not to sue or seek reimbursement from any of the Studio Parties for any and all present or future claims, demands, damages, losses, liabilities and causes of action arising from: (1) my presence at the Studio's facilities or participation in any of the Studio's exercise activities (including, without limitation, any personal injury, death, property damage or other losses); (2) my use of any of the Studio's exercise equipment, facilities or other property; (3) any damage to, theft or loss of my property; (4) any actions or inactions (including, without limitation, any negligent actions or inactions) of any of the Studio Parties or any other members or participants of the Studio's exercise activities. Further, I agree to indemnify, defend and hold harmless all of the Studio Parties from any and all claims, demands, causes of action, costs and fees (including attorneys' fees) damages, losses and liabilities arising from (1) through (4) above.

I understand that this Agreement shall continue from the date signed by me and shall not terminate after the membership is cancelled. If a parent or guardian does not sign below, I represent and warrant that I am 18 years of age or older.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE BY THE STUDIO. I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION IS HELD TO BE INVALID THE REMAINDER OF THE AGREEMENT SHALL CONTINUE TO BE OF FULL FORCE AND EFFECT. IN ADDITION, I AGREE TO BE BOUND BY AND COMPLY WITH THE RULES AND REGULATIONS ATTACHED HERETO.

Date: \_\_\_\_\_ Member Signature: \_\_\_\_\_

Signature of both Parents or Guardian (if Member is Under 18)

Parent Signature: \_\_\_\_\_ Parent Signature: \_\_\_\_\_

Printed Names of Parents or Guardian: \_\_\_\_\_