

RELEASE AND INDEMNITY

- a. **Medical Recommendations.** Purchaser is strongly advised to consult with his or her physician or to have a physical examination before using any of the Studio's facilities or enrolling in any of the Studio's classes, especially if Purchaser is elderly, pregnant, has a history of heart disease, high blood pressure or other chronic illness, or is unaccustomed to strenuous physical exertion or has any other physical limitations that could create an increased risk of injury or adverse health consequences from strenuous exercise.
- b. **Orientation.** Purchaser is strongly encouraged to arrive early prior to their first ride as well as request ongoing support available at the Studio to ensure the proper and safe use of all of the Studio's equipment.
- c. **Purchaser Conduct.** Purchaser shall not use any Studio facility, service or equipment in such a way as to endanger the health or safety of Purchaser or others. Purchaser shall be responsible for any property damage or personal injury caused by Purchaser and/or his or her guests. Purchaser agrees not to violate any laws while in any Studio facility and agrees further to abide by all of the Studio's rules and regulations, as they now exist and as they may be amended from time to time in the discretion of the Studio.
- d. **Purchaser Assumption of Risk.** Purchaser acknowledges that his or her participation in the Studio's classes and use of the Studio's facilities necessarily involves a risk of severe, permanent physical injury (including, without limitation, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, and paralysis) and death. By enrolling or participating in any of the Studio's classes, or otherwise using any of the Studio's facilities, PURCHASER WILLINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS. The Studio cannot, and does not, guarantee that any facility, class or equipment is free of risk of any and all accidents or injuries of any kind (including death).
- e. **Medical Disclaimer.** Purchaser has been informed and acknowledges that the Studio makes no claims as to medical or fitness results that can or may be obtained through use of the Studio's facilities, equipment or services. The Studio has neither suggested nor will suggest any medical treatment to Purchaser. Only licensed medical professionals are qualified to give medical advice.
- f. **Purchaser's Health Warranty.** By enrolling or participating in any of the Studio's classes, or otherwise using any of the Studio's facilities, Purchaser represents and warrants that he or she (i) is in good medical and physical condition, and that participation in the classes or use of the facilities does not pose any danger to Purchaser's health; (ii) has no medical or physical conditions that would preclude his or her participation in any of the Studio's classes or use of the Studio's facilities, or otherwise create an increased risk of injury or adverse health consequences as a result of strenuous exercise; and (iii) has not been instructed or advised by any physician against participating in strenuous physical exercise or exertion, participating in any of the Studio's classes, or using the Studio's facilities.
- g. **Purchaser Waiver, Release and Indemnity.** By signing below to signify agreement with the Terms and Conditions of Purchase and/or by attending classes or otherwise participating in Studio activities, Purchaser, on behalf of his- or herself, and on behalf of his or her heirs and assigns, expressly agrees to forever discharge, waive and release JMEP, LLC dba SWERVE Fitness and each of its subsidiaries and their respective members, officers, directors, affiliates, instructors, agents, employees and/or independent contractors (the "Released Parties") from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Released Parties on account of any and all injuries or damages, including but not limited to bodily injury, mental injury, death and/or property damage from any event, mishap, accident, loss, damage or injury suffered resulting from or connected with or caused by the use of the Studio's classes, services and facilities (including, without limitation, any of the bikes, locker rooms, or other equipment).

Purchaser further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Released Parties from any and all claims, losses and liabilities arising from, connected to, and/or arising from his or her use of the Studio's classes, services and facilities (including, without limitation, any of the bikes, locker rooms, or other equipment.) Additionally, Purchaser and his or her guests shall hold the Released Parties harmless from any loss, theft, cost, claim, injury, damage or liability incurred as a result of their use of the Studio and associated activities.
- h. **Prevailing Party.** In the event Purchaser commences an action against the Studio or its members, officers, affiliates, agents or employees and fails to obtain judgment or partial judgment in Purchaser's favor, Purchaser shall be liable to the Studio for all costs and expenses associated with Studio's defense of the action or any claims on which Purchaser did not prevail, including, without limitation, reasonable attorneys' fees and costs.
- i. **Costs of Collection.** Purchaser agrees to pay all costs plus reasonable attorney and collection fees in connection with Studio's (or Studio's designee's) collection of any amounts owed by Purchaser.
- j. **Loss of Property.** Purchaser is urged not to bring valuables onto the Studio premises and to keep valuables with him or her at all times. The Studio shall not be liable for the disappearance, loss or theft of, or damage to, personal property (including money, negotiable securities and jewelry).

Print Name

Signature

Date

If under 18, Parent or Guardian Name

Signature

Date