

CUSTOMER WAIVER FORM

Notice: this is a legally binding agreement. No cross out or alterations of this agreement are permitted.

In order to attend any fitness classes offered by The Basement Cycle + Train Ltd. at our studio or events, you (or your parent or guardian if you are under 18) must first enter into a The Basement Cycle + Train Agreement and sign this Waiver of Liability & Acceptance of Risk (the "Agreement") agreeing to the following.

In consideration for participating or engaging in exercise activities, services, classes, events, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of The Basement Cycle + Train Ltd, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in indoor cycling and exercise equipment in association with the Classes and Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You understand and acknowledge that fitness or exercise activities, services and/or use of equipment have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. In particular, you understand that the risks associated with your participation in strenuous exercise include but are not limited to: overexertion, muscle strain, dehydration, dizziness, rhabdomyolysis, abnormal blood pressure and heart rate, fainting, heart attack, and other conditions that may result from intense physical activity. Additionally, risks may arise from accidental contact, falling, or other unforeseen causes. You are also aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that you may be exposed to or contract the Disease or other infectious diseases by engaging in the activities, which may result in serious illness, personal injury, disability, death, or property damage. You

understand that there are also unforeseeable accidents, which may occur, and you assume all risks associated with such accidents. You agree that it is possible that the equipment being used might malfunction, be defective, and/or fail. You understand that The Basement Cycle + Train has the music playing at very high levels and at times reaching over 100 Db and you hold The Basement Cycle + Train harmless and assume all risks. The Basement Cycle + Train also always provides and makes available ear plugs.

You acknowledge and understand that certain classes offered at The Basement Cycle + Train may feature adult-oriented themes, mature subject matter, and/or explicit music that may contain strong language, suggestive content, or other material not suitable for all audiences. You understand that these classes are designed to enhance the experience for participants and may reflect current trends in music, fitness and pop culture. You agree that there may be explicit content in music played in classes without warning. You hereby release The Basement Cycle + Train, its owners, instructors and affiliates from any claims, complaints, or liability related to the inclusion of adult themes or explicit content in its programming.

At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to you by staff. If in the subjective opinion of the The Basement Cycle + Train staff, you would be at physical risk participating in The Basement Cycle + Train classes, you understand and agree that you may be denied access to the Classes and Facilities until you furnish The Basement Cycle + Train with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing The Basement Cycle + Train's concerns and stating that those concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby RELEASE, WAIVE, DISCHARGE and HOLD HARMLESS The Basement Cycle + Train Ltd, its agents, officers, shareholders, Directors, employees, volunteers,

participants, exercise equipment builders and installers, exercise equipment designers, exercise equipment manufacturers, lessors, insurers and all other persons or entities acting in any capacity on their behalf from any and all liability, claims, actions or losses from bodily injury, property damages, wrongful death, loss of service, demands or any other causes of action, without limitation, that you may hereafter have arising out of your participation in fitness or exercise activities, services, and/or use of equipment including, but not limited to, LOSSES CAUSED BY THE NEGLIGENCE of the RELEASEES.

In consideration of taking part in The Basement Cycle + Train classes and activities, you also represent that you (a) have no medical or physical condition that would prevent you from properly using any of The Basement Cycle + Train's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using The Basement Cycle + Train Classes and Facilities, and should not be participating in any Classes.

PHOTO/VIDEO AND MEDIA RELEASE

I hereby consent and agree to The Basement Cycle + Train Ltd., its employees or agents taking photographs and/or video recordings of me at the The Basement Cycle + Train studio and/or at offsite The Basement Cycle + Train events and using such photographs and/or video recordings in any and all media, now or hereafter known, exclusively for the purpose of The Basement Cycle + Train's marketing, sales and promotions. I hereby release to The Basement Cycle + Train, its agents and employees all rights to exhibit such photographs and/or video recordings in print and electronic form, publicly or privately, and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness of myself in such photographs and/or video recordings in whatever media used.

I understand that there will be no financial or other remuneration, either for the initial or subsequent use, publication, reproduction, broadcast, transmission or playback. I also understand that The Basement Cycle + Train is not responsible for any expense or liability incurred as a result of my participation in such photography or video recording unless arising from The Basement Cycle + Train's willful conduct or negligence.

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name

Signature

Date