

## **Release of Liability & Terms and Conditions**

**A copy of this document is located in the footer of our website: [www.vibcycle.com](http://www.vibcycle.com)**

I agree that I am at least 18 years of age. I understand that classes at /vib/ cycle, LLC may be physically strenuous and I voluntarily participate in them with full knowledge that there is a risk of personal injury, property loss, or death. I agree that /vib/ cycle, LLC is in no way responsible for the safekeeping of my personal belongings while I attend class. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against /vib/cycle, LLC or its members or guarantors for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.

### **Participant's Statements About Risks:**

I know that the Activity is risky and that by participating in the Activity I might be injured physically or emotionally. I could die. I might injure someone else. My property or someone else's property might be damaged. But I voluntarily choose to participate in the Activity because these risks make the Activity more fun and exciting and can't be eliminated without taking away the enjoyment of the Activity. I know that the inherent risks related to the Activity include slips/trips/falls/impacts with objects, the negligence of others, my own negligence, equipment failure, improperly maintained equipment, rule-breaking, improper advice or instructions and the risks listed above.

I know that when I participate in the Activity that I need to take care of my own safety. This means I need to inspect the equipment and facilities related to the Activity. I need to carefully read and follow any safety instructions and warnings. I need to withdraw from the Activity if I'm not comfortable with it. I also know that everyone who volunteers or works for the Company have a tough job to do and aren't perfect. They might give inadequate warnings or instruction. They might not know about my or other's physical limitations. I know that the equipment used in the Activity might fail or be poorly maintained. I know that safety gear might prevent or lessen injuries but does not a guarantee that an injury won't occur. If I use drugs or alcohol during the Activity, I do so at my own peril. I know that the Company does not condone such use.

**I AM ULTIMATELY RESPONSIBLE for my participation in the Activity and the use of the stuff related to the Activity**

### **Express Assumption, Waiver, and Release (Including Negligence Claims):**

I hereby voluntarily accept and assume all of the risks related to the Activity. I hereby voluntarily release the Company from all claims, demands, or causes of action related to my participation in the Activity, including claims that allege negligent acts or omissions on the part of the Company and claims related to intellectual property rights. I also agree to pay for all of the Company's attorney's fees and costs to enforce this agreement. With this release I know that I'll have to pay for all of my financial losses related to the Activity and use of the Company's property even if the Company is at fault.

### **Certification of Medical Conditions & Insurance:**

I hereby certify that I have the ability to participate in the Activity; that I don't have any medical, mental, or physical condition that would get in the way of my safety or ability to participate in the Activity (if I have such a condition I hereby assume the risks and costs that the condition creates); and that I have adequate insurance to cover the costs of injuries, damages or emergency

transportation costs related to the Activity or if I don't have insurance that I can bear those costs myself.

#### **Grant of Permission for First Aid:**

I hereby grant permission to Company to administer emergency first aid, CPR, or AED and to transport me or secure emergency transport or medical care if the Company decides it's necessary to do so. The Company may also release any medical information they have about me in such an event. I hereby voluntarily release the Company from all claims, demands, or causes of action related to these actions.

#### **Grant of Permission & Assignment of Recording:**

I hereby grant permission to the Company to take any type of recording of me such as photos, video, or audio while participating in the Activity and to use the recording however it wants in all media throughout the world in perpetuity without paying me. I hereby assign all of my interests in such media to Company.

#### **Children Under Age 13**

We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under 13, please DO NOT attempt to register on our website or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on our website. In the event that we learn that any personal information has been submitted to the website from a child under age 13, we will delete that information as quickly as reasonably possible. If you believe that we might have any information from or about a child under 13, please contact us at [info@vibcycle.com](mailto:info@vibcycle.com).

#### **Children Between the Ages of 13 and 18**

If you are between the ages of 13 and 18, you may register on our website only with the involvement of a parent or guardian. A parent or guardian must be the person checking the Terms and Conditions box. A paper "liability waiver" must be signed by a parent of a minor prior to that minor's first class.

#### **General:**

All sales of class packages are final. Classes are non-refundable, and nontransferable. All classes are subject to availability; availability status is available on the Class Schedule page. Check the /vib/ cycle class schedule often, as classes and instructors are subject to change.

#### **Class Cancellation:**

If you want to cancel a class after it's been booked, you must do so 2 hours prior to the start of class to avoid being charged for the class. You can cancel a class reservation by simply logging into your account and selecting the "Cancel" option next to your upcoming classes. You can also call /vib/ cycle during business hours; cancellations are only valid over the phone if you reach a staff member. If you cancel at least 2 hours before the class start time, your class credit will be returned to your account. If you do not cancel at least 2 hours prior to the start of class, a class credit will be deducted from your account. If you have an unlimited monthly membership, your credit card on file will be charged a \$15 fee.

**Late Arrivals:**

Please try to arrive at the studio at least 10 minutes before the start of your class to get situated and ready to go! If you are running late, you have until 5 minutes before the class starts to still keep your spot. If you arrive less than 5 minutes of the class start time, we reserve the right to give away your reserved spot in the class to a standby guest. If it is your first time to /vib/ cycle, we encourage you to arrive at least 20 minutes before your class begins to get properly set up with either cycle or TRX.

**Membership Suspension:**

We understand there may be a time when you are unable to attend classes at /vib/ and we want to give you the opportunity to suspend your membership. As long as you have had your membership reoccurring for 3 months, you are able to freeze once per calendar year, and for up to 1 month. Please give notification to our staff at least 15 days prior to your automatic billing date, as suspensions are based off of your billing date. You may not cancel your membership while it is frozen.

**Membership Cancellation:**

To cancel your automatic membership, please contact the front desk at /vib/ cycle to complete the cancellation form. You will need to provide at least 15 days prior notice from your next automatic billing date. If you are trying to cancel a membership that was based on a minimum number of months to receive the discounted monthly price, your credit card on file will be charged for the remaining months left on your contract.

**Credit Card:**

You authorize /vib/ cycle to charge your credit card that it has on file for the monthly membership dues, past due amounts, no-show fees, and late fees until this agreement is terminated. You shall make monthly payments before the beginning of the following month of membership and promptly notify /vib/ cycle with updates to your credit card and bank information when it changes. You shall pay a \$20 fee for each time the member's credit card or bank payment is declined. If you fail to pay an amount when due, /vib/ cycle may suspend or cancel your membership and require you to pay all past due balances. This does not relieve you from the obligation to pay any unpaid balance.

**Arbitration:**

Binding arbitration is the exclusive means of resolving any dispute related to this agreement, including tort claims but excluding small claims matters and actions for equitable relief. Alaska's Revised Uniform Arbitration Act (AS 09.43.300 to .595) and all subsequent arbitration statutes govern the arbitration proceedings. The arbitration proceedings are to take place in Anchorage, Alaska. In the event of dispute that is not covered under arbitration, the Parties hereby submit to the exclusive jurisdiction of the federal and state courts in Anchorage, Alaska.

A party shall initiate arbitration by sending a notice to the other party describing the controversy and remedy sought and providing a list of five arbitrators listed in the Alternative Dispute Resolution section of the most recent edition of the Alaska Directory of Attorneys published by Todd Communications or its successor. The initiating party shall serve this notice with the list of arbitrators under the notice provision in this agreement.

The party receiving the notice shall give notice of its selection of an arbitrator from the list of arbitrators within 10 days of receiving the notice. If the receiving party fails to select an arbitrator within that timeframe, then the initiating party shall choose the arbitrator from the list. The party

who does not prevail in the arbitration shall pay all of the prevailing party's actual attorney's fees and costs related to the arbitration.

A claim sought to be arbitrated is subject to the same limitations of time for the commencement of actions as if the claim had been asserted in a court.

**Miscellaneous:**

This agreement and the applicable participation release of liability contains the entire agreement among the parties. The parties may amend this agreement in a writing signed by all parties. Alaska law controls this agreement. The parties shall give all notices required in this agreement to the representative specified above as follows (deemed received as specified in parentheses): by hand (upon delivery), via overnight FedEx or UPS (24 hours after deposit), by email (email confirmation from representative), or by first class certified or registered mail, return receipt requested, postage prepaid (48 hours after deposit in the mail). No clause is to be construed against another party since this agreement was negotiated in the spirit of mutual cooperation. Neither party is liable for force majeure events. Captions are for convenience only. If I file a lawsuit against Company, I will file it only in Alaska. I hereby waive my right to bring a lawsuit in any other jurisdiction. Alaska law controls this agreement. This agreement contains the entire agreement among the parties. This document is to be construed broadly. If any part of it is found to be unenforceable, the remaining parts are to be enforced. This document applies to every time I participate in the Activity with the Company and that I'm responsible to cancel it if circumstances change.

**BY CHECKING THE "TERMS AND CONDITIONS" BOX I CERTIFY THAT I HAD ENOUGH TIME TO READ THIS DOCUMENT. I UNDERSTAND IT. AND I AGREE TO BE BOUND BY ITS TERMS.** When you check this box, you consent to the use of your electronic signature instead of signing a paper copy of the waiver. If you don't want to sign the waiver electronically, you may request a paper copy to sign. There's no charge for a paper copy. Your electronic signature continues until you withdraw it in writing. There's no penalty for withdrawing it. Make sure that we have your current email address to contact you about any changes.