

ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

Rider Name: _____

Parent/Guardian Name: _____ Email address: _____

This is a binding legal agreement. Please clarify any questions or concerns before signing.

This Agreement must be signed by the Rider and/or the Rider's parent/guardian (when the Rider is younger than 18 years old) prior to participation.

The Rider acknowledges and agrees to the terms outlined in this document.

When applicable, the Rider's parent/guardian acknowledges and agrees to the terms on behalf of the Rider and references in this document to the Rider agreeing to or acknowledging a risk or term means that the Rider's parent/guardian has agreed to or acknowledged the risk or term on behalf of the Rider.

ACTIVITIES

The Rider is voluntarily participating in spin cycling and any associated orientation, instruction, programing, and services of JUST Cycle Inc. and its affiliated organizations.

JUST Cycle Inc and its affiliated organizations, and their respective directors, officers, members, employees, coaches, volunteers, agents, owners/operators of the facility in which the Activities take place (collectively "JUST") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Rider during or as a result of the Activities, including when caused by the negligence of JUST.

RISKS

The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

- a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
- b) Premises: defective, dangerous, or unsafe condition of the facilities; dangerous, unsafe, or irregular conditions; and travel to and from the premises.
- c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, JUST to provide any warnings, directions, instructions, or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Rider's own ability.
- d) Advice: negligent advice regarding the Activities.
- e) Ability: failing to act safely or within the Rider's own ability or within designated areas.
- f) Sport: the sport of spin cycling has inherent risks, which may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury

COVID 19

COVID-19 has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. JUST has put in place preventative measures to reduce the spread of COVID-19; however, JUST

cannot guarantee that the Rider will not become infected with COVID-19. Further, participating in the Activities could increase the Rider's risk of contracting COVID-19 or any other contagious disease.

JUST has the discretion to remove the Rider from the Activities if the Rider does not comply with the protocols.

TERMS

In consideration of JUST allowing the Rider to participate in the Activities, the Rider agrees:

- a) That the Rider is not relying on any oral or written statements made by JUST or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
- b) That when the Rider practices or trains in their own space, the Rider is responsible for the Rider's surroundings and the location and equipment that is selected for the Rider
- c) That the Rider's mental and physical condition is appropriate to participate in the Activities and the Rider assumes all risks related to the Rider's mental and physical condition
- d) To comply with the rules and regulations for participation in the Activities
- e) To comply with the rules of the studio and equipment
- f) The risks associated with the Activities are increased when the Rider is impaired and the Rider will not participate if impaired in any way
- g) That it is the Rider's sole responsibility to assess whether any Activities are too difficult for the Rider. By the Rider commencing an Activity, the Rider acknowledges and accepts the suitability and conditions of the Activity
- h) That COVID-19 is contagious in nature and the Rider may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death
- i) That the Rider is responsible for choosing the Rider's safety or protective equipment and the secure fitting of that equipment

ACTIVITIES STATUS

The Rider agrees that JUST has the discretion to cancel or modify the structure of any Activities due to a public health or safety issue.

The Rider agrees that JUST may implement and enforce guidelines for participation that may include adhering to protocols, signing declarations of compliance, or requiring that personal protective equipment be worn by Riders. JUST has the discretion to remove any Rider who does not comply with any policies or protocols, sign a declaration, or wear personal protective equipment.

When required, the Rider is responsible for providing their own personal protective equipment.

DISCLAIMER

The Rider assumes all risks arising out of, associated with, or related to, participation in the Activities and waives any and all claims that the Rider may have now or in the future against JUST.

The Rider accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.

The Rider forever indemnifies and releases JUST from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Rider has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, JUST's negligence, gross negligence, negligent

rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of JUST.

This Agreement and the rights and the obligations of the parties shall be construed in accordance with and governed by the laws of the Province of Nova Scotia and any applicable federal laws. The Rider agrees to file any lawsuit against JUST in the Province of Nova Scotia.

ACKNOWLEDGMENT

The Rider acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit

Signature: _____ Date: _____

Signature: _____ Date: _____

Parent/Guardian (if the Rider is younger than 18 years old)