

## **The bKYND Company Waiver and Acknowledgment**

By signing up for and/or attending classes, private and semi-private trainings, events, activities, and other programs and using the premises, facilities and equipment, at The bKYND Company facilities or any other location where The bKYND Company, LLC (“bKYND”) is providing services (individually and/or collectively, the “Classes and Facilities” of bKYND), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in the physical activities and exertion required to participate in the Classes and Facilities. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries (including death) from falls, equipment failures or other unforeseen circumstances. In consideration of my participation in and access to the Classes and Facilities offered by bKYND, I understand and voluntarily accept this risk on my behalf or on behalf of my minor child(ren) and agree that bKYND, its owners, officers, directors, instructors, employees, independent contractors and volunteers will not be liable for any injury including, without limitation, personal, bodily, or mental injury, economic loss, or any damage to my spouse, guests, unborn child, or relatives resulting from the negligence of bKYND or anyone on bKYND’s behalf or anyone using the Classes and Facilities whether or not related to the fitness classes and activities offered. I agree to indemnify, defend and hold bKYND harmless against any liability, damages, defense costs, including attorney’s fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. I further agree to hold harmless, defend and indemnify bKYND from all liability, damages, defense costs, including attorney’s fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by me, my guests or minors, even if bKYND was negligent. Further, I understand and acknowledge that bKYND does not manufacture fitness or other equipment at its Classes and Facilities, but purchases its equipment at its Classes and Facilities. I understand and acknowledge that bKYND is providing recreational activities and may not be held responsible for defective products.

I represent that I am in good health and have no disability, impairment, injury, disease, or ailment, preventing me from engaging in exercise, including, but not limited to, high intensity activities or any exercise which could cause increased risk of injury or adverse health consequences as a result of such exercise. Physical examinations are recommended before commencing any exercise program. I have further been informed and acknowledge that bKYND has made no claims as to medical results that can or may be obtained through use of bKYND’s Classes and Facilities. bKYND has neither suggested nor will it suggest any medical treatment to me. Only licensed medical professionals are qualified to give medical advice. I represent that there is no medical or physical condition that would preclude the use of bKYND Classes and Facilities and further represent that I have not been instructed by any physician not to use bKYND Classes and Facilities or not to use any health club facility and/or classes.

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I acknowledge that I have been urged to avoid bringing valuables on the BKYND Classes and Facilities and that BKYND shall not be liable for the loss of, theft of, or damage to my personal property, including, without limitation, items left in lockers, bathrooms, studios, or anywhere else in the Classes and Facilities. I acknowledge that no portion of any fees paid to me by BKYND is in consideration for the safeguarding of valuables.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren) visit BKYND, whether at the location I originally agreed to this waiver and release or any other BKYND location or facility.

I agree to be bound by the Terms and Conditions; Privacy Policy set forth on BKYND's website, including provisions relating to arbitration in the event of a dispute between the parties.

By signing this document via signature or electronic means, I am accepting this waiver. I understand that I may be found by a court of law to have forever waived any right that I or my child(ren) may have to maintain any action against BKYND on the basis of any claim from which I have released BKYND and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I understand and agree that I may be asked to update this waiver on an annual basis and further hereby agree to conduct this transaction by electronic means. By providing my phone number and email address to BKYND, I expressly consent to receive phone calls, text messages, and emails from BKYND. BKYND reserves the right to review my driver's license and/or other forms of identification in order to verify identity.

COVID-19 BKYND takes the coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, I acknowledge that BKYND cannot guarantee that me, my child(ren), or my guests will not become infected with COVID-19. I acknowledge that it is possible that attending classes, events and activities at BKYND may place me in close physical contact with other members, attendees and staff and could increase the risk that me, my child(ren), and/or my guests' contract COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me, my child(ren) and/or my guests may be exposed to or infected by COVID-19 at BKYND and that such exposure or infection could result in personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected by COVID-19 at BKYND may result from the actions, omissions, or negligence of myself or others, including, but not limited to, BKYND's employees, members, and attendees. Further, in order to participate in the Covered Activities and enter into BKYND facilities, I represent that my child(ren) has/have not experienced symptoms typically associated with COVID-19 in the past 14 days, including but

not limited to the following: cough, shortness of breath or difficulty breathing, fever (take your temperature once in the morning and once in the evening—to monitor for low-grade temperature elevation (greater than 99.9°F, or 37.7°C), chills, repeated shaking with chills, muscle pain headache, sore throat, and new loss of taste or smell.

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Name of Participant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE** Signature of Parent or Guardian (if Participant is a minor): \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Emergency Contact Email Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

***Publicity Release Form***

The undersigned, being the parent(s) or guardian(s) of \_\_\_\_\_

do hereby give permission for him/her to be featured in any and all of the bKYND Company's promotional materials. I understand and consent to the use of my child's name and/or photograph to be used in BKYND's promotional materials including, but not limited to newsletters, brochures, video, BKYND's website, and social media.

\_\_\_\_\_  
Signature Date

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