



LIABILITY WAIVER & AGREEMENT

Name: _____ Mobile phone: _____

Email Address: _____ Birthday: _____

Emergency Contact Info

Name: _____ Relationship: _____ Phone: _____

Karate Kids & Childcare Info:

Child's name: _____ Age: _____ Birthday: _____

**TAHOE MOUNTAIN FITNESS RELEASE OF LIABILITY AND WAIVER OF CLAIMS
READ CAREFULLY - THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS**

In consideration for my participation in an exercise class or event and all other related activities (collectively, the "Activity") hosted by or with the assistance of Tahoe Mountain Fitness, a California corporation, and the officers, directors, shareholders, employees, affiliates, agents, contractors, teachers, instructors, landlords, and other persons associated therewith (collectively, "TMF"), I HEREBY VOLUNTARILY AGREE to the following:

- 1) I AGREE to observe and obey all posted rules and warnings which may be present at the location of the Activity, and to follow and abide by any verbal and/or written instructions or directions given by TMF about Activity, if any.
- 2) I UNDERSTAND that exercise classes include physical movements that may bend, stretch, compress, and exert every part of the body. I agree that if I experience any unusual pain, discomfort, numbness, sensations, or shortness of breath during the Activity, I will immediately discontinue the Activity and notify the instructor. I agree that I will immediately notify the instructor even if I believe this may disrupt other participants in the Activity. I understand and agree that I am not required to do any particular part of the Activity.
- 3) I UNDERSTAND AND AGREE that each individual person has different athletic abilities and physical limitations. I agree that I, alone, am responsible to know and understand my physical abilities and limitations and to decide whether to exercise, where my bodily limits are, what may cause me physical injury, and what level to participate in the Activity. I further agree that TMF has no way of fully knowing and understanding these limits because every human body is different. Therefore, I understand and agree that my choices during the Activity and my participation in the Activity is solely at my own risk.
- 4) I UNDERSTAND AND AGREE that exercise is not a substitute for medical attention, examination, diagnosis or treatment and that exercise is not recommended and is not safe under certain medical conditions. By signing below, I affirm that a licensed physician has verified my good health and physical condition to participate in the Activity. If I am pregnant, become pregnant, or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate in the Activity.
- 5) I UNDERSTAND THAT THE ACTIVITY CAN BE DANGEROUS AND INVOLVES THE RISK OF PERSONAL INJURY AND EVEN DEATH. I further understand that there are inherent risks associated with the Activity, both known and unknown, including, but not limited to, skeletal damage; joint and ligament injuries; pulled muscles; negligent supervision; falling; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; mental distress from exposure to any of the above; and negligence of others. I expressly assume any and all risk of injury or death associated with my participation in the Activity.
- 6) THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF TMF. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 7) I FULLY RELEASE TMF and its subsidiaries, affiliates, agents, officers, directors, employees, instructors, teachers, and contractors FROM LIABILITY AND AGREE NOT TO SUE TMF for any and all claims and/or causes of action arising from my participation in the Activity, even if said claims or causes of action arise from TMF's alleged negligence. I further agree to release TMF from any and all liability arising out of my use of, or presence at, any facility or property used by TMF for the Activity, whether caused by the fault of myself, TMF, or other third parties.
- 8) I AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND TMF against all claims, causes of action, damages, judgments, cost or expense, including attorney's fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by TMF. I AGREE that any legal or equitable claim that may arise from my participation in the Activity shall be resolved under California law and that the venue shall be Truckee, County of Nevada, California.
I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS:

_____ _____ _____ _____
Date Participant DOB Print name of Participant Signature of Participant

Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of

the minor Participant. Parent/Guardian: I verify that I am the parent/guardian of the minor (under 18 years of age). I have authority to enter into this agreement on behalf of the minor.

Date

Parent/Guardian DOB

Print name of Parent/Guardian

Signature of Parent/Guardian

Tahoe Mountain Fitness, a California corporation

Terms & Conditions

These Terms and Conditions (the “Terms and Conditions”) constitute a binding, contractual agreement between you, the undersigned (“you” or “your”), and Tahoe Mountain Fitness, a California corporation (“TMF,” “we” or “us”), regarding your purchase or use of any TMF membership, credits, class package, or other service. By signing these Terms and Conditions, you agree as follows:

PARTICIPANTS AND MEMBERS

A “Participant” is anyone who purchases a class credit or package from TMF and/or anyone who attends a TMF class or who receives any other service provided by us. A “Member” is anyone who purchases or possesses a Membership from TMF. These Terms and Conditions apply to both Participants and Members.

ACCOUNTS

You must create a TMF online account (an “Account”) and book a reservation to take a particular class. We use a software and app package called MIND BODY, through which your Account will be held, and all class calendaring, payment, and reports are run.

You agree that you are solely responsible for maintaining control and privacy over your Account. You shall not let others use their TMF Account, username or password. If you allow another person to use your Account to book and/or attend classes, TMF, in its sole and exclusive discretion, reserves the right to revoke or suspend your Membership or Credits as applicable.

CLASSES AND PACKAGES

TMF offers various packages for TMF classes, ranging from one to multiple classes per package. Once a package is purchased, Participants will receive a class Credit in their Account for each TMF class purchased in the package. A “Credit” refers to any credit to take a TMF class, whether purchased or complimentary.

WAITLIST

If all spots are filled and no more reservations are available for a particular class, you may join the waitlist. If they become available, class openings may be offered to you by email or text (depending on when the reservation becomes available) on a first come, first serve basis. If a waitlisted Participant is offered and accepts a reservation, but fails to attend the class, the Credit used to reserve the class will be forfeited. If a waitlisted Member is offered and accepts a reservation, but fails to attend the class, a fee of five dollars (\$5.00) will be charged to the Member’s credit card on file.

TIMELY ARRIVAL TO CLASS

You must arrive by the start of class to guarantee your bike, reformer, or other required equipment. We reserve the right to offer your class reservation to anyone on the waitlist if you are not present at the start of class. If no one from the waitlist is present, TMF allows a five (5) minute window after the start of class for you to enter the class. For the safety and enjoyment of all Participants, you may not enter any class if you are more than five (5) minutes late, as determined in TMF’s sole and exclusive discretion.

CLASS CANCELLATION

Reserved classes may be cancelled without penalty up by providing us notice of your desire to cancel at least twelve (12) hours before the scheduled class start time.

If a non-member wishes to cancel a reserved class, we must be notified in one of the following ways: (i) through www.tahoemountainfit.com (the “TMF Website”) under My Account; (ii) through the TMF MINDBODY ONLINE PHONE application (the “MINDBODY APP”); or (iii) through the MINDBODY ONLINE WEBSITE on the Reserve or Reservation Details page. Each non-member reservation not cancelled at least 12 hours before the scheduled class will result in the forfeiture of the Credit used to reserve the class.

If a member wishes to cancel a reserved class, we must be notified in one of the following ways: (i) through the TMF Website under My Account; or (ii) through the MINDBODY APP. Each member reservation not cancelled at least 24 hours before the scheduled class will result in a fee of \$5 charged directly to Member’s credit card, which cannot be paid for with a class Credit unless a Credit was used to make the reservation.

EXPIRATION AND TRANSFERABILITY OF CREDITS

Credits have an expiration date as described in the Credit, package, or promotional details provided at the time of purchase. Once purchased, the expiration date or period can also be found on the MINDBODY APP, the MINDBODY ONLINE WEBSITE, or the TMF Website. Credits and gift cards are not the same product.

Credits are non-refundable, and are non-transferable among people, locations, and class type. For example, Pilates Reformer Credits cannot be transferred to Fitness, Cycle, or Karate Credits, and vice versa.

MEMBERSHIP

TMF offers various memberships for unlimited TMF classes (“Memberships”). Specific details for each Membership type can be found on the TMF Website and/or in the promotional details provided at the time of purchase. Memberships cannot be shared or transferred, and any attempt to share or transfer a Membership will result in cancellation of the Membership without a refund. All Members must have valid Credit Card on account at all times or the Membership may be de-activated in the sole and exclusive discretion of TMF.

PAYMENTS

A Member will be billed on a reoccurring basis approximately as of the date they signed up for their Membership (the “Billing Date”). The Billing Date cannot be moved to a different day of the month. If payment does not process successfully, the Membership will automatically become inactive until payment is made. Any lost time that results from payment processing failures will not be reimbursed or credited.

UNLESS OTHERWISE STATED BY TMF IN WRITING, MEMBERSHIP CHARGES WILL BEGIN AT THE TIME OF PURCHASE AND RECUR MONTHLY ON THE BILLING DATE UNTIL CANCELLED BY THE MEMBER IN ACCORDANCE WITH OUR CANCELLATION POLICY STATED HEREIN. MEMBERSHIPS BEGIN AT THE TIME OF PURCHASE (AND NOT AT THE TIME OF MEMBER'S FIRST CLASS) AND THE MONTHLY DUES WILL BE CHARGED AUTOMATICALLY ON THE BILLING DATE.

RATE INCREASES

TMF reserves the right to increase its rates, dues, or fees from time to time, and at any time. TMF will provide Members with sixty (60) days' advance written notice of any increase and provide an opportunity to cancel once the increase is instated. Members who do not cancel will be charged the increased dues in the next billing cycle after the 60-day notice has elapsed. Please note that the advanced written notice and opportunity to cancel does not apply to Memberships that have automatic rate increases as described at the time of purchase.

PAYMENT OBLIGATIONS OF MEMBERS AND PARTICIPANTS

All payments are non-refundable. THERE ARE NO REFUNDS ON ANY SERVICE PURCHASED. THIS INCLUDES, BUT IS NOT LIMITED TO, PRIVATE SESSIONS OR LESSONS, MEMBERSHIPS, CLASS PACKS, OR ANY OTHER SERVICE. THERE ARE NO EXCEPTIONS.

In addition, you shall not be relieved of the obligation to make payments agreed to, and no deduction from or reimbursement of any payment shall be made, because of your failure to use TMF's facilities. In other words, Members must continue to pay the rate agreed upon for the duration of the Membership regardless of the number of classes attended and Participants will not be reimbursed or credited any unused Credits in the period allotted for the class package purchased.

FORM OF PAYMENT

All payments (including for monthly Membership dues, classes, and incidentals) are payable by electronic funds transfer from your credit card account or debit card account. Payments may not be split between multiple cards, and processed payments may not be refunded in order to charge payment to a different card. You authorize payments to be made through a third-party administered electronic funds transfer system.

RETURNED PAYMENTS AND DISPUTED CHARGES

You agree to pay any bank fee imposed on TMF, plus a processing fee of \$25.00, plus the amount originally owed, for any returned payment due to closed accounts, insufficient funds, or other reason.

You agree that if you initiate a credit card dispute that is resolved in TMF's favor, TMF shall have the right to charge you an additional \$50 per occurrence. For example, if you dispute a valid charge for a late cancellation or no-show, you will be subject to this \$50 fee.

CHANGES IN TYPE OF MEMBERSHIP

If a Member requests a Membership downgrade, the change will take effect on the Billing Date following the Member's request. Membership dues will not be prorated or refunded based on the date of the Membership downgrade request. Membership downgrades are subject to a downgrade charge, which is currently \$50.00 but subject to change.

If a Member requests a Membership upgrade, the Member will have immediate access to their upgraded membership. The Member will be charged a prorated amount for the remainder of the monthly billing cycle, and the Membership upgrade will be reflected in the Member's next Billing Date.

MEMBERSHIP CANCELLATION

Members may cancel their Memberships, by providing TMF with thirty (30) days' written notice by email to info@tahoemountainfit.com or through the "Contact Us" form on the TMF Website. The date and time of the notice will be determined by the time stamp on TMF's email or contact form. If the Member provides notice of cancellation with less than thirty (30) days remaining until the next Billing Date, the Member will be charged one additional time after TMF's receipt of the cancellation notice, with the Membership terminating thirty (30) days after the final payment date. In other words, Members who wish to cancel their Membership should notify TMF at least 30 days before the billing date that corresponds to their final month of Membership to avoid paying unwanted dues. Membership dues will not be prorated based on the date of cancellation and are non-refundable.

FREEZE POLICY

If a Member is medically unable to attend classes, a Member may request a freeze of Membership (a "Medical Freeze"). In such case, a Member must provide a doctor's note at the time of such request. TMF reserves the right to verify the note with the doctor. Members must notify TMF upon returning from the Medical Freeze by emailing info@tahoemountainfit.com. After the Medical Freeze, TMF will resume charging, and Members are obligated to pay, the Member's monthly dues until any commitment period has expired.

Medical Freeze requests should be made to the on-site TMF manager or by email to tahoemountainbliss@gmail.com. TMF reserves the right to adjust the Membership freeze policy from time to time. Freezing membership for any period of time does not relieve the Member from any minimum monthly membership commitment which may be required for certain types of memberships.

DISCOUNTED CREDITS AND MEMBERSHIPS

The same terms that apply to general memberships and credits apply to all special or discounted memberships and credits, including but not limited to, teacher, corporate, military, or student memberships and credits. If you receive a special or discounted rate, you cannot retroactively apply the discount to prior purchases or dues. Discounted rates cannot be combined with any other discounts, promotions, or offers, such as special rates for new studio openings. TMF reserves the right to verify eligibility for special or discount rates at any time.

CHANGE IN OPERATING HOURS/TEMPORARY CLOSING OF FACILITY

As a result of repair, maintenance, special occasions or events, holidays, acts of God (such as a heavy snow storm), competitions, private functions, or for other reasons, from time to time TMF may elect to restrict the use of, temporarily close its facilities or activities, or amend its hours of operation, services, programs, or facilities (hereinafter, a "Change"). There will be no reduction, suspension or reimbursement of payments for Memberships or Credits during such Change, nor an extension of a Membership, Credit, or package period as a result of any such Change. For questions or specific issues about any such Change, email info@tahoemountainfit.com.

GIFT CARDS

Gift cards are redeemable online only and not for purchases of retail items. Gift cards are non-refundable and the entire gift card must be redeemed by a single Account. Gift cards do not expire, however, once they are redeemed for Credits, the Credits expire based on the expiration date described in the details provided at the time of purchase. Gift cards are not redeemable for cash.

CONDUCT

You shall not use any TMF facility, service, or equipment in such a way as to endanger the health or safety of yourself or others. You shall be responsible for any property damage or personal injury caused by yourself or your guests. You agree not to violate any laws while in TMF facilities.

REVOCAION OF MEMBERSHIPS AND CREDITS

TMF, in its sole and absolute discretion, may require you to leave for the day or may revoke Memberships or Credits at any time and without refund, in the event that (i) you engage in behavior that is unsafe or objectionable to any other Member, Participant, or staff; (ii) for reasons of nuisance or disturbance; (iii) due to your moral turpitude, fraud, personal hygiene or attire; or (iv) if, in TMF's reasonable judgment, you pose a health or safety risk.

MEDICAL DISCLAIMER

You agree that you should consult with their physician or have a physical examination before using any of TMF's facilities or enrolling in any classes, especially if you are elderly, pregnant, have a prior injury, have a history of heart disease, high blood pressure or other chronic illness, are unaccustomed to physical exertion, or have other physical limitations. You acknowledge that TMF makes no claim as to medical or fitness results that can or may be obtained through use of the TMF's facilities, equipment, or services. TMF has neither suggested nor will suggest any medical treatment to you.

You represent that: (1) there are no medical or physical conditions that would preclude your use of TMF's facilities; (2) you have not been instructed by any physician not to use TMF's facilities, equipment, services, or similar equipment or services; and (3) you are in good health and have no disability, impairment, injury, disease or ailment preventing you from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise.

Further, you agree that any strenuous athletic or physical activity involves certain risks, you assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of TMF's facilities, and you agree that TMF cannot guarantee that any facility or equipment is free of risk. You agree to exercise care in the use of TMF's facilities, equipment and services to protect against accidents.

INITIAL INTRODUCTION

Members and Participants are strongly encouraged to request and take advantage of an initial consultation, critical analysis, and ongoing support available to ensure the proper and safe use of all TMF equipment.

LOSS OF PROPERTY

You agree not to bring valuables onto TMF premises and agree that TMF shall not be liable for the disappearance, loss, theft, or damage to personal property (including but not limited to money, jewelry, or other valuables).

CELLPHONES

Cellphones are prohibited in TMF classes unless prior permission has been granted by a studio manager due to exceptional circumstances.

PETS AND BICYCLES

Pets, except service pets, and bicycles are not permitted in TMF facilities, unless otherwise stated by the studio.

INDEPENDENT CONTRACTORS

From time to time, TMF may make the services of independent contractors available to you. TMF does not warrant or guarantee the quality of these services.

GUESTS & CHILDREN

Guests and children are permitted in TMF facilities, but only pursuant to such rules, fees and schedules as then may be in effect. All guests and children must register at the front desk, with valid identification, and sign TMF's standard release agreement. All children under 18 years of age must be accompanied by a parent at all times within TMF's facilities unless they are in a supervised activity.

ENFORCEMENT

If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect, and the provisions held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

CHOICE OF LAW / VENUE / DISPUTE

These Terms and Conditions shall be interpreted using California law, and any dispute between the parties shall be solely and exclusively adjudicated in Truckee, California. YOU AGREE TO WAIVE ANY RIGHT TO JURY TRIAL, OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT IN ANY DISPUTE WITH TMF.

ENTIRE AGREEMENT

These Terms and Conditions are intended to supplement, and not supplant, Tahoe Mountain Fitness's Terms of Service for Website and App ("Terms of Service") and Liability Waiver. These Terms and Conditions, TMF's Terms of Service, the Liability Release, and any other rules, policies and regulations of TMF, as revised from time to time, constitute the entire and exclusive agreement between the parties, and supersede all prior promises, representations, understandings and/or agreements. This agreement may be modified only by a writing signed by TMF.

RATIFICATION

Every time you make a purchase from us, attend a class, or receive any other service from Tahoe Mountain Fitness, you acknowledge, accept, and ratify these Terms and Conditions.

AGREED TO BY:

Date: _____ Print: _____

Sign: _____