



NEW RIDER WAIVER FORM

Name: _____ Date of Birth (<18) _____

Address: _____ City/State: _____

Zip: _____ Primary Phone Number: _____ How did you hear about Beat Bar? _____

Email/Login: _____

Your Beat Bar account password: _____ *Needed to access your account online

Emergency Contact: _____ Phone number: _____

ASSUMPTION OF RISK, WAIVER, AND RELEASE

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment, or any other location or venue where Beat Bar is providing services (individually and/or collectively, the "Classes and Facilities") of Beat Bar Group LLC. and its subsidiaries, I hereby acknowledge on behalf of myself, my 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. I acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. I also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. I have read and thoroughly understand the Beat Bar Bike Safety Instructions that are posted on Beat Bar's website (www.beatbarcyclingstudio.com), a hard copy of which was also provided to me by Beat Bar staff. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. If in the subjective opinion of the Beat Bar staff, I would be at physical risk participating in Beat Bar's Classes, I understand and agree that I may be denied access to the Classes and Facilities until I furnish Beat Bar with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing Beat Bar's concerns and stating that Beat Bar's concerns are unfounded. In consideration of being allowed to participate in and access the Classes and Facilities, I hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by me in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless Beat Bar, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that I (a) have no medical or physical condition that would prevent me from properly using any of Beat Bar's Classes and Facilities, (b) do not have a physical or mental condition that would put me in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. I acknowledge that if I have any chronic disabilities or conditions, I am at risk in using Beat Bar's Classes and Facilities and should not be participating in any Classes. I also fully acknowledge that there is no way that Beat Bar, by and through its employees, agents and/or representatives could be privy to my medical condition(s) or history without such disclosure coming from me personally. I understand that HIPAA laws prevent third parties from obtaining any and all medical information about an individual person. Seizure Trigger warning! Our classes contain loud music and flashing lighting that may affect those who are susceptible to photosensitive epilepsy or have other photo sensitivities. By signing this waiver, I am acknowledging my representation that I am physically fit and medically able to participate in Beat Bar activities of any kind or description and forever waive, release and/or relinquish claims of any type or nature against Beat Bar, its employees, agents and/or representatives of any kind or description which could arise out of my participation in a Beat Bar class.

I have read this Assumption of Risk, Waiver, and Release Agreement, fully understand its terms, and understand that I am giving up substantial rights including my right to sue Beat Bar under certain circumstances. I acknowledge that I am signing this waiver freely and voluntarily. The term of this waiver is indefinite.

VALUABLES AND PERSONAL PROPERTY: I acknowledge that I have been urged to avoid bringing valuables into the Facilities and that Beat Bar shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, studios, or anywhere else in the Facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

ETIQUETTE: To preserve the Beat Bar sanctuary, I agree to abide by Beat Bar's etiquette guidelines found on Beat Bar studio walls and on Beat Bar's website (www.beatbarcyclingstudio.com). Beat Bar reserves the right to deny access to any person Beat Bar deems to be acting in an inappropriate or unsafe manner.

It is hereby agreed to by all parties that any dispute shall be submitted to Commonwealth Mediation to be determined through arbitration. The arbitration will take place within the Commonwealth of Massachusetts and be done pursuant to the Massachusetts Rules of Civil Procedure which contains the arbitration statute and its rules and subparts.

New Rider Signature: _____ Date: _____