

The Booty Shop
Terms of Use, Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement

This Terms of Use and Liability Waiver (“**Agreement**”) is entered into by and between you and The Booty Shop LLC (“**The Booty Shop**”). The following terms and conditions govern your access to, use of, and/or participation in any of The Booty Shop’s facilities, website, classes, activities and events (individually and collectively, as the context requires, “**Booty Shop Programming**”). You must read and agree to this Agreement carefully before any use of or participation in Booty Shop Programming. **By participating in any Booty Shop Programming, including, without limitation, creating an account on The Booty Shop’s website, booking a class, or otherwise accessing The Booty Shop’s facilities, you accept and agree to be bound by and abide by these terms and conditions:**

NOTICE: This is a legally binding document.

PLEASE READ CAREFULLY AND ENSURE YOU FULLY UNDERSTAND THIS AGREEMENT AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. BY SIGNING THIS, YOU AGREE TO WAIVE YOUR LEGAL RIGHTS AND BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

MEMBERSHIP AND CLASS POLICIES

MINIMUM COMMITMENT – To receive a discounted first month, all autopay memberships require a minimum 3-month commitment. If you decide to cancel your Membership before the end of your initial membership commitment, you will be responsible for paying an early termination fee of \$100. Please note that the early termination fee will be charged to the credit card on file or the payment method used for booking the class.

CANCELLATION – Written cancellation notice must be provided via email to info@thebootyshop.co at least 7 days prior to your next billing date for autopay memberships.

REFUNDS – Refunds will not be issued for any payments made prior to the cancellation request for membership.

MEMBERSHIP FREEZES -- Monthly memberships can be frozen for a period of 30-90 days once per year for any reason. To initiate a freeze, written notice must be provided via email to info@thebootyshop.co at least 14 days prior to the intended membership freezing period. Any additional freezes will incur a \$25 fee, unless it is due to a documented medical reason with documentation provided in writing to the Company with the request for waiver of such \$25 fee.

CLASS PACKAGES + MEMBERSHIPS – Transfers, exchanges, price adjustments, and refunds are not applicable to class packages and memberships. Current members are not eligible for new client sales or promotions.

REFUND AND RETURN POLICIES:

REFUND POLICY – All classes and membership packages are non-refundable.

RETAIL RETURN / EXCHANGE POLICY – Merchandise may be exchanged for store credit within 14 days of the purchase date. To qualify for exchange, items must be unworn, unaltered, and unwashed, with all tags attached and returned in their original packaging.

RESERVATION POLICY:

PUNCTUALITY – We kindly request that all clients arrive on time for their scheduled class. Entry will not be permitted if you are more than 5 minutes late, and your spot may be offered to a standby or waitlisted client. In the event you do not cancel your scheduled class in writing as required under these terms and conditions and you are more than 5 minutes late and your spot is taken by a standby or waitlisted client, you will be charged a no-show fee, as provided below, for the class.

NEW CLIENTS – For your safety, we ask that new clients arrive 10 minutes early to complete a mandatory safety overview.

CANCELLATION AND PENALTY FEES

We understand that plans can change, but please note that if you cancel a class less than 10 hours before the scheduled start time, a late cancel fee of \$15 will be applied. Additionally, if you fail to attend a class you have signed up for, a no-show fee will be charged. These fees will be automatically applied to the credit card on file or the payment method used for booking the class.

Membership Client Fees:

- Late-cancellation fee: \$15
- No-show fee: Loss of prepaid class amount
- Unlimited Memberships will be charged a \$15 no-show fee

Class Pack/Drop-In Client Fees:

- Late-cancel fee: \$15
- No-show fee: Loss of class credit

WAITLIST RESERVATIONS – If you join the waitlist for a specific class and a class spot becomes available, your confirmation will be sent up to 1 hour before the class starts, subject to the confirmed class cancellation policy. The waitlist will be closed during the last hour before the class, and you will not be moved into the class within that hour.

COURTESY CANCELS - We understand that unexpected circumstances may arise, which is why we offer two (2) courtesy cancellations on a complimentary basis per calendar year. To redeem a courtesy cancellation, please email info@thebootyshop.co.

MULTIPLE RESERVATIONS – If you have made multiple reservations for the same day, it is your responsibility to cancel any excess reservations within the applicable cancellation window. Please note that the Company will not honor any courtesy cancellations or provide refunds for multiple reservations made on the same day.

PRIVATE SESSIONS - If you have booked a private session, please note that it must be canceled at least 24 hours in advance. Late cancellations within the 24-hour window will incur a \$50 fee. No-shows will be charged the full amount.

ADDITIONAL STUDIO POLICIES

GRIP SOCKS – To ensure a safe experience, grip socks are required for every Lagree class. If you forget to bring your own, you will be required to purchase a pair or you may not be able to participate in the class.

PERSONAL BELONGINGS- You acknowledge and agree that the Company is not responsible for safeguarding your personal belongings. You accept all responsibility for the risk of loss associated with any of your personal items.

PAYMENT – The Company accepts Visa, Mastercard, American Express, and Discover Card as methods of payment and does not accept personal checks as a form of payment.

COACHES/CLASS SCHEDULE – Coaches and class schedules may be subject to change without prior notice, and standard reservation policies still apply.

AGREEMENT TO TERMS AND CONDITIONS – All clients must agree to the terms and conditions of the Company in order to participate in any class.

LIABILITY WAIVER

Additionally, you are required to sign the following waiver of liability, release, assumption of risk, and indemnity agreement.

Please note that by acknowledging and agreeing to this Agreement, you are waiving certain legal rights, including the right to sue.

In exchange for being permitted to participate in classes and activities organized by The Booty Shop, and/or its subsidiaries, affiliates, employees, instructors, independent instructors, coach trainees, franchisees, and agents, I hereby comprehend, agree, and acknowledge on behalf of myself, my heirs, and assigns the following:

I AM FULLY AWARE AND UNDERSTAND THAT PARTICIPATING IN FITNESS CLASSES, ACTIVITIES, AND OTHER BOOTY SHOP PROGRAMMING (INCLUDING AT ITS STUDIO, ON-DEMAND, AND LIVE STREAMING), IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PERSONAL INJURY TO VARIOUS PARTS OF MY BODY, STRAIN TO THE CARDIOVASCULAR, CIRCULATORY, AND/OR RESPIRATORY SYSTEMS, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY. I UNDERSTAND AND ACKNOWLEDGE THAT THESE RISKS MAY ARISE FROM MY OWN ACTIONS, THE ACTIONS OF OTHERS, THE ACTIONS OF THE COMPANY, OR THE CONDITION OF THE

PREMISES OR EQUIPMENT USED DURING THE CLASSES. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE RISKS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby represent that I am in good health and have no medical condition that would prevent me from participating in Booty Shop Programming. I understand that it is my responsibility to consult with a physician prior to participating in any physical activity if I have any concerns about my health or fitness level. I further represent that I am not pregnant and that if I become pregnant or experience any other change in my physical condition- I will consult my physician to confirm that I remain able to participate in any Booty Shop Programming, without risk of injury to myself or others. This will be done prior to participating in any Booty Shop Programming. I acknowledge and hereby agree that any instructions and guidance provided by instructors should not be construed as medical advice.

I understand that if, as determined by The Booty Shop in its sole and absolute discretion, my access or participation in any Booty Shop Programming is deemed to pose a risk to my health, The Booty Shop retains the right to deny me access and the privilege to participate. This denial will continue until I furnish a letter from my physician confirming my medical and physical capability to participate.

I assume all risks related to my participation in Booty Shop Programming, I further agree that these risks include but are not limited to the risk of contracting Covid-19 and other infectious diseases. I agree to hold harmless, release, waive, and indemnify The Booty Shop, its owners, insurers, employees, independent contractors, representatives, equipment manufacturers, licensors, officers, managers, members, franchisees, and agents from any and all liability related to injuries to myself or my property that occur at The Booty Shop or are related in any way to The Booty Shop, its classes or events.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the fitness classes and activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless The Booty Shop from any claim based on such treatment or other medical services.

I willingly consent to The Booty Shop capturing photographs or videos of me within their facilities and while participating in Booty Shop Programming. I acknowledge and agree that The Booty Shop has the right to use these photographs or videos, as well as their copies, for promotional and other purposes. Furthermore, I assign all copyrights and other rights associated with such photographs or videos to The Booty Shop. This collaborative understanding ensures a positive and supportive environment for all participants at our studio.

In further consideration of being permitted to participate Booty Shop Programming, I hereby expressly release, waive and discharge any and all claims, demands, liabilities, actions, or causes of action now known or hereafter known against The Booty Shop, and its members, officers, directors, manager(s), employees, instructors, independent contractors, agents, affiliates, members, successors, and assigns (individually and collectively referred to herein as the "**Released Parties**") arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me or any property belonging to me, whether caused by the negligence of any Released Parties or otherwise. I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, damages, liabilities, deficiencies, claims, demands, actions, causes of action, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees and expenses, arising out of or related to my access to, use of, and/or participation in any Booty Shop Programming.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be binding and enforceable to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to the principles of conflicts of law of such state. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in Douglas County, State of Colorado, where disputes shall be resolved.

I acknowledge and agree that I will affirm the above statements before every class I attend. This document serves as a legally binding agreement, encompassing a waiver of liability, release, assumption of risk, and indemnity agreement.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE

BOOTY SHOP. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

By: _____

Name: _____

Address: _____

Date: _____