

In consideration of and as inducement to you enrolling me as a Student/Client of Fluid Yoga LLC, 451-455 Judah Street, San Francisco, CA 94122, 415-753-8694

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 (individually and/or collectively, the "Classes and Facilities") of Fluid Yoga, LLC and its subsidiaries (collectively, "Fluid Yoga"), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in hot yoga and hot pilates classes 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 Fluid Yoga Business Terms of use and Etiquette Code of Conduct that are posted on Fluid Yoga's website (www.fluidyoga.biz), a hard copy of which was posted at studio notice board. 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 Fluid Yoga staff, I would be at physical risk participating in Fluid Yoga's Classes, I understand and agree that I may be denied access to the Classes and Facilities until I furnish Fluid Yoga with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing Fluid Yoga's concerns and stating that Fluid Yoga'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 Fluid Yoga, 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, fees, 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/taking any of Fluid Yoga's Classes and Facilities, (b) do not have a physical or mental condition that would put me in any physical or medical danger, (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/taking Fluid Yoga's Classes and Facilities, and should not be participating in any Classes, and (d) I understand the room temperature can exceed 110 Degrees F and I may have an adverse reaction to this. 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 Fluid Yoga 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 onto the Facilities and that Fluid Yoga 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 Fluid Yoga sanctuary, I agree to abide by Fluid Yoga's etiquette guidelines found on Fluid Yoga studio walls and on Fluid Yoga's website (www.FluidYoga.biz). Yoga and Pilates Etiquette! - Be 10–15 MINUTES EARLY! Be patient. Be calm. Be compassionate. - Mobile phones are not allowed in the yoga room. Turn your phone off! - Observe silence in the yoga room. - Respect the instructor; they are providing you with specific instruction. The overall quality of instruction and maintained environment is important to every student in the class. - Stay with the poses being offered by the instructor, modify them if needed. Inform the instructor if you are pregnant or have any health and/or mobility issues. Inquire with the instructor before or after class if you have any questions or need guidance. - Stay through final Savasana. If you must leave early set up by the door, inform the instructor when possible, and quietly gather up your belongings. - If you need to take a break during class, sit up facing forward with your head above your heart. - Hydrate before and after class. We have 1 water break during class. Do not pour your water over your head, face, neck, and body. - Print clearly when you sign in for your class. - Do not bring your belongings into the yoga studio. Mat Towel and Water only! Your mat, towel and water only are allowed in the yoga room. - Do not leave any belongings (whether valuable or not) or take anything that does not belong to you. - Adjust your mat to make space for the last student standing around looking for a spot. - ALWAYS wear enough clothing to cover the essentials. Loose shorts and top are not an option. - If you are sick please stay home and get better. Fluid Yoga reserves the right to deny access to any person Fluid Yoga deems to be acting in an inappropriate or unsafe manner. Additionally I understand not to bring my personal belonging including Bags/Cell Phones and glass containers in the class practice space.

TERMS: We keep a single transparent policy for all clients. I acknowledge and understand that there are no refunds, exchanges, or transfers for classes or for class series, including any partial classes taken or partial class series used for any reason. Expiration dates are non-negotiable and Memberships can not be shared.
I agree to allow Fluid Yoga the right to charge my credit card on file for services and or fees due.

CONTRACT AGREEMENT AND AUTO PAY MEMBERSHIPS:

I agree that I understand and have been informed at time of purchase the following:
I agree to make a minimum of 6 monthly consecutive payments of \$150.00 or \$125.00 per month depending on my choice of Auto Pay membership, with the credit card that I have saved on file. I understand an initial \$20.00 set up of the contract fee applies. I understand that the 6 full payments are only a minimum term and that in order to cancel at the end of the 6 month term, I must send an email Notification to epalmer@fluidyoga.biz at least 30 days prior to the start of the next billing cycle or the billing will continue on a month to month basis for another 6 month term. I understand that Notification Auto Pay cancellations by phone or in person any other channel may not be processed. I understand that it is my responsibility to keep my billing information current and I agree to pay a fee of \$50.00 for any and each declined transaction(s). I understand that I can not freeze my membership. No refunds once a charge has been processed. Failed membership Credit Card payments and or charge back disputes are subject to a \$50.00 fee per instance.

We reserve the right to change or cancel classes and/or prices at any time, with or without notice and to refuse instruction to anyone for any reason whatsoever with or without notice.

BOOKING: We do not make or manage client reservations. You have a 30 minute pre class booking window to make or cancel a booking reservation. Each client is responsible to cancel a booking reservation (remove the booking) if they are not going to attend class. A loss of class and \$10.00 no show and or late cancel fee will be charged to your credit card on file per instance. You must be in studio 10 minutes before class begins or your reservation might be given to a wait list client, and a loss of class and or an additional \$10.00 no show and or late cancel fee will be charged to your credit card on file (applies) per instance. Your opportunity to take class requires early arrival when our door opens. (30 minutes in advance of class) Bring your valid ID and your Credit Card to attend your first few classes. Wait List: Requires a minimum of 24 hours before the start time of a class session. Requires confirmation to be promoted to wait list.

RENTALS: Mat, Towel, and Water are \$1.00 per CASH ONLY!