

# LIABILITY WAIVER

## 1. GENERAL ASSUMPTION OF RISK & LIMITATION OF LIABILITY

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of CORE REFORM, LLC, a Florida limited liability company d/b/a CORE REFORM (the “**Company**”) whether online, in a the Company’s studio, or using the Company’s equipment (the “**Equipment**”), which has been manufactured, sold, purchased, leased, and/or operated by the Releasees, as defined below (collectively, the Company’s “**Services**”), you hereby acknowledge and agree, on behalf of yourself, your heirs, personal representatives, and/or assigns (collectively “**you**” and/or “**yourself**”) that:

- (a) there are certain inherent risks and dangers in the strenuous nature of the Company’s workout program created and/or instructed by the Company and/or Releasees;
- (b) you have voluntarily chosen to enroll and participate in an intense physical exercise program that involves various fitness activities;
- (c) you understand that the Company strongly recommends that you consult with your physician prior to commencing any workout regimen and you hereby represent that your physician provided clearance for you to participate in the workout program, or you have expressly chosen to waive your right to obtain such an opinion, and that you are in good physical condition and do not suffer from any known condition, including among other conditions, pregnancy, illness, disease, or other physical condition, which would prevent your participation;
- (d) you have been fully informed of the strenuous nature of this exercise program and the possibility of adverse physiological occurrences including, but not limited to, risk of abnormal changes in blood pressure, fainting, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness and a remote risk of heart attack, stroke, other serious disability or death; and
- (e) you acknowledge and VOLUNTARILY ASSUME ALL RISKS and danger of injury or death inherent in physical exercises, fitness training and/or use of the Equipment.

You further release and discharge the COMPANY, ITS OWNERS, TRAINERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS, AGENTS, AFFILIATES, INSURERS, OFFICERS, DIRECTORS, INDEPENDENT CONTRACTORS, ATTORNEYS, AND ANY REPRESENTATIVES (“**Releasees**”) for any loss, damage, injury (including death or disability) or cost to you arising out of the physical exercises, fitness training, and/or use or other operation of any fitness Equipment. You, on behalf of yourself, your heirs, your executors, trustees, administrators and/or agents promise not to sue or make any claim against the Releasees for loss, damage, or injury, for any claim including those claims based on negligence and gross negligence,

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in connection with (1) the use of all amenities, instruction, training, your participation in any activity, class program, personal training, instruction, or creation of any exercise, (2) the sudden and unforeseen malfunctioning of any Equipment, and (c) your slipping and/or falling while in the studio, or in the studio premises, including adjacent parking areas and sidewalks, as well as any claim of negligence relating to the manufacture, purchase, lease, equipment in the facility, maintenance or operation of fitness Equipment, which resulted in loss, damage, injury or death.

You understand that this fitness, exercise, and/or training program is not medically supervised, and some activities are led by independent trainers or other program participants who are not employees or agents of the Company. You agree not to hold the Company legally liable or responsible for the actions or omissions of independent trainers or other program participants or invitees of the Company. You hereby waive the right to any claim or lawsuit against the Company for any damages of any kind based on the actions or omissions of independent trainers or other program participants or invitees of the Company.

You agree to abide by and follow any instructions given or rules established by Company, its owners, trainers, employees, independent contractors, and agents, with regard to your engaging in any physical exercise or other fitness training, the Equipment and that my failure to do so, may result in your expulsion from the premises.

You agree that this release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Florida and is intended to be as broad and inclusive as is permitted by Florida law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

**YOU ACKNOWLEDGE AND REPRESENT THAT** you have read the foregoing **GENERAL ASSUMPTION OF RISK & LIMITATION OF LIABILITY (“Release”)**, understand it and enter into it voluntarily as your own free act and deed; no oral representations, statements, or inducements, apart from the foregoing, have been made; you are at least eighteen (18) years of age and fully competent; and you agree to the Release For full, adequate, and complete consideration fully intending to be bound by same.

No one under 18 years of age may participate. I hereby certify that I am at least 18 years of age, I agree that neither I nor any member of my family will sue any Indemnitee because of my participation or my presence on the Premises at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this liability waiver and release.

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**I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I, OR MY SUCCESSORS, MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CORE REFORM, LLC, OR ANY OF ITS RELEASEES.**

## **2. CORONAVIRUS AND OTHER SIMILARLY TRANSMITTED DISEASES LIMITATION OF LIABILITY**

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company's studio, or using the Company's equipment (collectively, the Company's "Services"), you understand that the Company will once again welcome individuals amid the Coronavirus (also known as COVID19 virus) and may admit individuals who carry and could expose you to other similarly transmitted diseases. You also understand that the Services may subject you to COVID19 of other airborne and/or contagious diseases currently known or unknown. The Company takes the Coronavirus pandemic and all transmissible diseases very seriously, as well as any other extremely contagious virus that may lead to severe illness, permanent disability and death that is believed to spread by person to person contact, and the Company has put in place preventative measures to help reduce the spread of COVID-19 and similar diseases; however, the Company cannot guarantee that you, your family, and/or your guests will not become infected with COVID-19 or any other airborne disease that is transmissible from person to person contact or from close proximity to an infected person. It is possible that attending classes, events, and/or activities at the Company may place you in close physical contact with other members, attendees, and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19 or a similarly transmitted disease.

You acknowledge the contagious nature of COVID-19 and similar diseases and voluntarily assume the risk that you, your family members, and/or your guests may be exposed to or infected by COVID-19 and similar diseases at the Company's studio and that such exposure or infection could result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by COVID-19 and similar diseases at the Company may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, the Company's employees and members.

You understand that the Company has implemented and clearly communicated that enhanced health and safety measures are of the utmost importance. However, given the extremely contagious nature of this virus, you acknowledge and agree that there is an inherent risk of contracting COVID-19 and other similar diseases during your time at the Company or by engaging in the Services, and YOU ASSUME ALL RISK of being infected with COVID-19 and other similar diseases, and the risk of all related complications, some of which may not be known at this time.

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Specifically, you understand and agree that COVID-19's, and other similar diseases' complications may include extensive quarantine and self-isolation, testing, hospitalization with additional medical treatment, Intensive Care Unit treatment, intubation/ventilator support, the risk of death, and other potential complications.

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company's studio, or using the Company's equipment, YOU ASSUME THE INTERENT RISK OF COVID-19 AND OTHER SIMILARLY TRANMITTED DISEASES EXPOSURE AT THE COMPANY, INCLUDING IN ANY PLACE WHERE PEOPLE ARE PRESENT. You understand, acknowledge and agree that all of the above risks, including that some potential risks are unknown, and voluntarily choose to enter the Company.

BY ENTERING AND REMAINING AT THE COMPANY, YOU VOLUNTARILY ASSUME ANY AND ALL RISKS INVOLVING AND RELATED TO COVID-19 AND OTHER SIMILARLY TRANMITTED DISEASES EXPOSURE AND RELATED COMPLICATIONS.

**I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I, OR MY SUCCESSORS, MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CORE REFORM, LLC, OR ANY OF ITS RELEASEES**

### **3. NON-RECORDING OF LIVE STUDIO CLASSES AGREEMENT**

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company's studio, or using the Company's equipment, you acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any live Company classes is strictly prohibited without the prior written consent of an authorized corporate officer of the Company. The Company's studio teams and instructors are not authorized to provide consent. This includes even a temporary recording/transmission via online platforms such as SnapChat, Facebook, or Instagram. You are, however, permitted to record and post lawful, non-offensive content related to your participation in the Company's studio class before and/or after a class with the consent of each participant who is identified in your content.

Any violation of this policy is grounds for exclusion from future participation in any of the Company's classes. You further agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or

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other actions, and all resulting loss, damage, or cost of any kind (including reasonable attorneys' fees) resulting from your violation of this policy.

I further agree that the Company may use my name, likeness, image, voice, the city and state of my residence, and biographical and other information concerning me in any such photo or video, in any printed, online or other media now known or hereafter discovered, without compensation, obligation or liability to me of any kind whatsoever.

## **4. INTELLECTUAL PROPERTY**

You acknowledge that all content and materials available on or through the Company and any of its media content, including websites and social media pages are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and are owned by the Company. You may only use the Company's studios, their online website, classes, exercises, and Equipment for personal use and for no other purpose. The Company retains exclusive ownership of all material and other related information. You shall have no right to, and you agree not to (directly or indirectly), own, use, sell, license, sublicense, assign, rent, lease, loan, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, translate, improve, edit or create any new or derivative works from the Company or materials available through the website or Studio (including Equipment or machines), in whole or in part. You shall have no rights to the proprietary exercises, Equipment, machines, and related documentation, if any, provided to you by or on behalf of the Company.

The trade names, trademarks, service marks and logos displayed are the property of the Company. Except when referring to the Company and/or its products and services, you may not use our trade names, trademarks, service marks or logos, or any trade name, trademark, service mark or logo confusingly similar thereto.

## **5. SECURITY CAMERAS**

The safety and security of students and instructors are of the utmost importance to the Company. For this reason, the Company uses security cameras within the studio. The cameras do not record audio. Access to the footage is limited to the Company's owners.

## **6. ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

The Company disapproves of any unwelcomed, inappropriate, discriminatory, harassing, and/or offensive conduct by its personnel or its members. If you believe you have been subject to unwelcomed, inappropriate, and/or offensive conduct by any of the Company's personnel or any of the Company's member(s), including while participating in the Company's class, we encourage you to tell the person engaging clearly and promptly, in the conduct, that the conduct is

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unwelcomed and offensive (if you are comfortable doing so). We also ask that you promptly notify a member of the studio team if the discrimination, harassment or other unwanted conduct takes place in a studio, or email the Company's team at [info@corereformlagree.com](mailto:info@corereformlagree.com) if the if you feel more comfortable reporting the discrimination, harassment, or other unwanted conduct by email correspondence.

When making a report or complaint, we strongly recommend that you provide as much information as possible and in writing, including but not limited to, each alleged incident: date, time, place (specify studio location or time/type of virtual class), names of any witnesses, what was said or done, and any other relevant surrounding facts/circumstances.

The Company will strive to appropriately investigate any reported incidents and seek to provide due process for all parties. The Company's responsive actions, however, cannot be known in advance since they will vary depending upon the nature of the allegations and the outcome of the investigation. The Company strives to maintain confidentiality throughout the investigative process to the extent practicable. However, our duty to investigate and take corrective action as appropriate may require the disclosure of certain information, and therefore, confidentiality cannot be guaranteed.

Any disputes or complaints not resolved via this complaint process will be subject to the below Arbitration Agreement.

## 6. CHOICE OF LAW AND VENUE

**IT IS UNDERSTOOD AND AGREED THAT THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT SHALL AT ALL TIMES AND IN ALL RESPECTS BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF. VENUE OF ANY ACTION BROUGHT TO ENFORCE OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS IN HILLSBOROUGH COUNTY, FLORIDA.**

## 7. CLASS ACTION AND CLASS ARBITRATION WAIVER

You and the Company each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class, collective, or representative ("Class") action, and you and the Company each expressly waive our respective right to file a Class action or seek relief on a Class basis, unless otherwise required by law. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a Class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and you and The Company shall be deemed to have not agreed to arbitrate disputes.

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**Exception – Small Claims Court Claims.** Notwithstanding your and the Company’s agreement to resolve all disputes through arbitration, either you or the Company may seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

## 8. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Releasees for all damages, liabilities, losses, and/or expenses, (including reasonable attorney fees, costs, claims, damages, judgments, awards, settlements, investigations, fees, and disbursements) incurred through third party claims, lawsuits, demands, and/or actions, or threats of claims against Releasees from any breach by you under this Agreement and/or arising out of or concerning this Agreement.

## 9. NOTICES

Any notices in connection with this Agreement shall be given, in the case of notices to the Company by postal mail to **CORE REFORM, LLC**, Attn: Managing Member, at 1021 Gramercy Lane, Tampa, Florida 33607, or, in the case of notices to you, by email or by postal mail to the email or postal mail address, respectively, you provide to the Company during the registration process.

## 10. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Company and you with respect to your Liability Waiver, Arbitration Agreement, and Indemnification Agreement, and supersedes all prior or contemporaneous communications and proposals between us. For clarity, nothing in this Agreement amends or modifies, or has any effect upon, the terms and conditions of any separate agreement that you may have entered into with the Company. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect. Paragraph titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.

You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.

All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be

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admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

You acknowledge that this document is a contract and agree that if an arbitration action is filed against the Releasees for any injury or damage is a breach of this contract, and you will pay all attorney's fees and costs incurred by in defending such an action. And the prevailing party will pay all attorney's fees and costs associated such action.

By signing below, and initialing each page, you acknowledge that you have read carefully this "waiver and release" and fully understand that it is a RELEASE OF LIABILITY. You expressly agree to release and discharge the Company, and all Releasees, affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and YOU AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST THE COMPANY FOR NEGLIGENCE, PERSONAL INJURY, OR PROPERTY DAMAGE. You acknowledge and agree that you have made a free and deliberate choice to sign the Release and Waiver as a condition to engaging in exercise and training at the Company. You have freely concluded that the risks involved, and the Release and Waiver of Liability is worth the experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

This liability waiver and release may not be revoked, terminated or amended verbally, but only by a written instrument signed by me and an authorized representative of the Company. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

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

By: \_\_\_\_\_

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