

# ZEPHYR CYCLING STUDIO WAIVER AGREEMENT

## Why You're Reading This Document

The purpose of this release and waiver (the "**Waiver**") is to openly communicate the risks of practicing together, either in person or online, and have you release Zephyr Cycling Studio of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any classes.

If you are under the Age of Majority in the State of Montana (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.

- **Parties.** We will refer to Zephyr Cycling Studio, LLC, a limited liability company based in the State of Montana, as "**Zephyr Cycling Studio**", "**us**", "**we**", or "**our**", and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "**you**" or "**your**".
- **The Activities.** You may participate, in person or online, in cycling and exercise classes, sessions, events, workshops and more with Zephyr Cycling Studio. We offer levels of engaging and affirming cycling classes, all of which may involve but are not limited to the following ("**Activities**"):
  - Cycling and mat-based movement;
  - The Activities may involve receiving adjustments from instructors, so please advise in advance if you do not want adjustments.
  - The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of Zephyr Cycling Studio's facilities, including outdoors. We need you to acknowledge that you are responsible for the safe facilitation of the Activities happening outside of our facilities.
- **Equipment.** In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: stationary bikes and bicycles (the "**Equipment**"). Please do not use any equipment not instructed by Zephyr Cycling Studio.
- **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious or
  - more serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
- Injuries include but are not limited to things like muscle tears, strains, rhabdomyolysis and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, fainting, and hearing loss.
- Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.
- Additional risks of Activities for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.

- Additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment on how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
- Other risks posed for Activities performed outdoors, such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants and other environmental factors. You understand and agree it is your responsibility to ensure a safe space and environment to perform the Activities.
- **Affirmation of Health.** By participating in any Activities with Zephyr Cycling Studio, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to engage in physical activity. If you have any pre-existing medical conditions (e.g. asthma, diabetes, heart disease), physical injuries, weakness, are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.
- **COVID-19 & Infectious Disease.** If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to join or participate in the Activities and you should consult with your doctor. You agree to comply with all measures and policies implemented by Zephyr Cycling Studio and applicable public health guidelines as updated, including but not limited to wearing masks, personal hygiene and social distancing, and allowing your temperature to be checked before arriving to class.
- **Consent to Cooperate with Contact Tracing.** You understand and agree that Zephyr Cycling Studio may disclose your personal information to the relevant authorities as required by law and policies related to the containment of COVID-19 through contact tracing or for other lawful purposes.
- **Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with Zephyr Cycling Studio. Your signature below, electronic signature or clicking 'I Agree', and your participation in the Activities with Zephyr Cycling Studio illustrates your voluntary engagement and assumption of the risks of the Activities.
- **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against Zephyr Cycling Studio, LLC, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of Zephyr Cycling Studio's negligence, during your participation in the Activities with Zephyr Cycling Studio. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
- **Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing Activities, classes, session, events, workshops, and more, whether in person, online, or via video conferencing tool.

- **General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Montana. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Montana. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** We agree that this Waiver may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of this Waiver.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian if the participant is a minor

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Thank you for communicating honestly with us. We look forward to welcoming you to Zephyr Cycling Studio!