



# SOULCYCLE

## NEW RIDER WAIVER FORM

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Zip: \_\_\_\_\_ Primary Phone Number: \_\_\_\_\_ How did you hear about SoulCycle? \_\_\_\_\_

Email Address: \_\_\_\_\_

Initial Password: Welcome

\*SoulCycle strongly recommends that you change your password by visiting the "My Info" page when you first log in to your online account.

EMERGENCY CONTACT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

### ASSUMPTION OF RISK, WAIVER, AND RELEASE

By signing up for and/or participating in classes, events, activities, and other programs, and using the premises, facilities and equipment, or any other location or venue where SoulCycle is providing services (individually and/or collectively, the "Classes and Facilities") of SoulCycle LLC and its subsidiaries and affiliates (individually and/or collectively, "SoulCycle"), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent health and safety risks and dangers in indoor cycling and in the use of exercise equipment in association with the Classes and Facilities. I acknowledge and understand that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. I also acknowledge that doing strenuous physical activity may increase the risk of various potential health hazards and injuries, including but not limited to: (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye or ear injury or loss of sight or hearing, joint or back injuries, heart attacks, rhabdomyolysis, seizures and concussions; and (3) catastrophic injuries including paralysis and death. I also acknowledge and understand that flashing lights and music played at a high volume are an important part of the SoulCycle experience, and that I have been afforded the opportunity to use ear plugs, which have been made available to me at the studio for no charge. I agree that SoulCycle is not responsible for any adverse reactions by me to these light and sound elements, and that I have assumed the risk thereof.

I further acknowledge that I have been strongly encouraged to request and take advantage of an initial introduction, including equipment and bike set up, as well as ongoing support available from SoulCycle staff, to ensure the proper and safe use of all Classes and Facilities. I have also already read and thoroughly understand the SoulCycle Bike Safety Instructions, which were accessible to me upon class registration and are also available for my review on-line, and at the studio on request. I acknowledge that the Classes are instructional rather than recreational in nature, and that my use of SoulCycle Facilities and equipment is ancillary to the instruction that I receive from the Classes. I understand that many of the features in the Facilities and in connection with the Classes – such as routines, music, and the use of hand weights – are unique to SoulCycle and, as such, I will pay close attention to the instructor's instructions and fully familiarize myself with them. At all times I shall also fully familiarize myself with and comply with all posted safety signs, rules, and verbal instructions given to me by staff. If, in the subjective opinion of SoulCycle staff following a health or injury incident in which I am involved, I would be at physical risk participating in SoulCycle's Classes or using the Facilities, I understand and agree that I may be denied access to the Classes and Facilities until I furnish SoulCycle with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing SoulCycle's concerns and clearing me for a return to the Classes and Facilities.

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, adverse health reactions, or damage that I sustain, and/or that are aggravated, as well as any that are caused by me to myself or anyone else in relation to the Classes and Facilities, (2) release and agree to indemnify and hold harmless SoulCycle, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others (collectively, the "SoulCycle Releasees"), 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 my participation in the Classes or use of the Facilities, except that this release does not purport to release claims where doing so would violate California's Health Studio Services Contract Law, Civil Code §§ 1812.80 et seq. and equivalent state laws, and (3) represent that I (a) understand that participating in a SoulCycle Class constitutes strenuous physical activity, and that I am in good health and able to engage in such activity, (b) have no medical or physical condition that would prevent me from properly using any of the Classes and Facilities, or that would put me or anyone else in physical or medical danger, (c) have not been instructed by a physician to not participate in physical exercise or in the type or intensity of activity in the Classes and Facilities, and (d) am physically and mentally capable of participating in the Classes and using the Facilities. I acknowledge that if I have any chronic disabilities or conditions, I am at risk in using SoulCycle's Classes and Facilities and should not be participating in any Classes.

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, among other things, my right to sue the SoulCycle Releasees in certain jurisdictions for their own negligence under certain circumstances. I acknowledge that I am signing this document freely and voluntarily. The term of this document is indefinite. This document binds me, my heirs, my executors, my personal representatives and my assigns.

**VALUABLES AND PERSONAL PROPERTY:** I acknowledge that I have been urged to avoid bringing valuables onto the Facilities and that SoulCycle 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 fee paid by me is in consideration for the safeguarding of valuables.

**ETIQUETTE:** To preserve the SoulCycle sanctuary, I agree to abide by SoulCycle's etiquette guidelines found on SoulCycle studio walls. SoulCycle reserves the right to deny access to any person SoulCycle deems to be acting in an inappropriate or unsafe manner.

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS NOTICE BEFORE SIGNING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH US BEFORE SIGNING.**

**I hereby affirm that I am 18 years of age or older.**

New Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_