

WAIVER OF LIABILITY

We may change, add, or remove portions of these Terms at any time, with or without notice, which shall become effective immediately upon posting to this page. It is your responsibility to review this Waiver and these Terms prior to each use of the Site and by continuing to use this Site, you agree to abide by any changes.

By checking the box and clicking “Accept”, or by signing below, I acknowledge and indicate that either I, or my dependent or minor child if applicable, wish to participate in activities on or off equipment, provided or sponsored by, or taking place at Waikapu Danceworks LLC and/or The Pole Room. I hereby agree to hold harmless Waikapu Danceworks LLC and The Pole Room and their owners, members, employees, Independent Contractors, instructors, agents, trainers, and/or any related companies for any claims, damages, injuries, or causes of action on behalf of myself and/or minor child and my heirs, and legal representatives, as set forth below.

I understand and agree that this Release is intended to be as broad and inclusive as permitted by the laws and ordinances of the State of Hawaii and that in the event that any clause or provision within the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of any such clause shall not otherwise affect the remaining clauses of this Release, which shall continue to be enforceable within the law.

I agree that I, and my minor child if applicable, my heirs, and my assigned legal representatives shall not make a claim against, sue, or attack property of Waikapu Danceworks LLC and The Pole Room.

I understand and agree that no promises or guarantees of health, fitness, and wellness have been made by Waikapu Danceworks LLC and The Pole Room. I agree to fulfill all payment obligations and agree that I am not entitled to a refund of any kind for any reason. I agree to adhere to any studio or cancellation policies.

I acknowledge that Waikapu Danceworks LLC and The Pole Room are in no way responsible for the safekeeping of or loss, damage, or theft of personal belongings while I attend classes, use studio facilities, or participate in studio sponsored events.

I acknowledge that Waikapu Danceworks LLC and The Pole Room may take photographs, video, or audio recordings of activities at or sponsored by the studio for promotional purposes and I do hereby grant Waikapu Danceworks LLC and The Pole Room the express permission, right, title, and interest in any and all mediums for myself and my minor child, if applicable, in perpetuity.

We want to keep you safe!

Please consult your physician, assess your fitness level, and follow all safety instructions before beginning any exercise program, nutrition plan, and/or using any equipment.

Waikapu Danceworks LLC and The Pole Room provide a variety of exercise programs, some of which are physically demanding and high-intensity in nature. For this reason, you must listen to your body, use common sense, take breaks, and hydrate as needed to avoid injury. If at any time you feel any discomfort, pain, dizziness, light-headedness, shortness of breath, or nausea, stop exercising immediately and consult your physician. Incorrect or excessive training can result in serious injury or death.

When doing any outdoor workouts or activities, be aware of your surroundings and avoid anything that could hurt you or disrupt your exercise, especially when walking or running in public areas such as sidewalks and streets.

If you have any unique or special medical conditions, such as if you're pregnant, have diabetes or asthma, or if you have a history of knee, ankle, hip, shoulder or spinal (back or neck) problems, you must consult

your physician to understand all potential risks and complications of using our exercise programs, nutrition plans, and/or equipment, and receive approval from them to proceed before beginning. Failure to do so could result in significant injury to you and others (including, if applicable, your unborn child). **By engaging in any exercise program, nutrition plan, and/or using any equipment, you assume all dangers, hazards and risks of injury or death.**

I acknowledge that Waikapu Danceworks LLC and The Pole Room have not been provided access to any medical information and are not offering medical advice of any nature. By my signature below, I acknowledge that I have consulted my physician and have been cleared for all physical activities prior to participating in them.

I am fully aware that the Activities provided by Waikapu Danceworks LLC and The Pole Room (including but not limited to Pole Dancing, Burlesque, Ballet, Social Dance, Aerial Lyra, Aerial Silks, Aerial Yoga, AcroYoga, Barre, and the use of any training equipment) inherently by their nature create risks that I might be injured or suffer adverse health effects, including physical injury or death.

I am voluntarily participating in these activities with full acknowledgement of the risk of injury in all degrees. I agree to accept all risk and verify these statements by placing my initials here.

SAFE USE OF EQUIPMENT

FITNESS EQUIPMENT PRESENTS HAZARDS WHICH, IF NOT AVOIDED, COULD CAUSE SERIOUS INJURY OR DEATH

Certain programs may utilize equipment, such as the poles, aerial equipment, loops, weights, and other equipment which, if not used correctly, could lead to serious injury or death.

For your safety, you must:

- Use any equipment shown in the workouts only as demonstrated, using proper form.
- Inspect any equipment for wear or damage prior to each use and refrain from using any equipment that appears damaged, worn, or defective.
- Keep children, pets, and any other obstacles away from equipment and exercise area at all times.
- Always use a secure, proper, and stable anchor for any equipment that requires hanging or attaching.
- Always exercise caution during use of any equipment to make sure you do not lose your grip or control, such as making sure your hands are not wet or sweaty.

To the fullest extent permitted by law, Waikapu Danceworks LLC and The Pole Room, as well as its parent, affiliate, and subsidiary companies will not be liable to any person or entity for any injury, death, damage or loss caused or alleged to be caused directly or indirectly by any exercise programs, workouts, nutritional supplements or plans, equipment (including without limitation the pole and aerial equipment), advice or any other products, services, or materials.

COVID-19

I acknowledge the contagious nature of the COVID-19 virus, and respect that the facility adheres to the CDC recommendations of practicing social distancing and wearing face coverings.

I further acknowledge that Waikapu Danceworks LLC and The Pole Room have put in place preventative measures to reduce the spread of the COVID-19 virus, to the best of their abilities. I further acknowledge that no guarantee exists regarding whether or not I may contract COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff and other clients.

I acknowledge that I increase my risk of exposure to COVID-19 by participating in services rendered. I acknowledge that I must comply with all set procedures to reduce the spread while in attendance.

I attest that:

** I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.*

** I have not traveled internationally within the last 14 days.*

** I have not traveled to a highly impacted area within the United States in the last 14 days.*

** I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.*

** I have not been diagnosed with Coronavirus/Covid-19 by state or local public health authorities.*

** I am following all CDC recommended guidelines as much as possible, including limiting any purposeful exposure to COVID-19.*

I hereby release and agree to hold Waikapu Danceworks LLC and The Pole Room harmless from any causes of action, claims, demands, damages, costs, expenses and compensation for damage to myself that may be caused by any act, or failure to act, or that may otherwise arise in any way with any services received. I understand that this release discharges the aforementioned from any liability with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received. This liability waiver and release extends to all owners, partners, contractors, and employees.

By checking the box and clicking "Accept", or by signing below, I acknowledge I have read, understand, and agree with this warning and all policies and procedures of Waikapu Danceworks LLC and The Pole Room.

By my signature below, I release Waikapu Danceworks LLC and The Pole Room for any injury, claim, harm, damage, or loss of property arising from or relating to my participation in the Activities, and/or from my presence on the Waikapu Danceworks LLC premises, whether caused by negligence or otherwise.

MEMBERSHIP AGREEMENT

The following additional terms also apply to your purchase of membership from Waikapu Danceworks LLC, located at 1476 Honoapiilani Rd, Ste E, Wailuku, HI 96793, IF AND ONLY IF YOU PURCHASE A MEMBERSHIP.

The initial term of your membership is six (6) months or twelve (12) months from the date of purchase, and includes the following:

- 12-month Elite Membership: 12 group sessions a month, billed every 30 days for 12 months
- 6-Month Premium Membership: 3 group session a week, billed weekly for 6 months
- 6-Month Standard Membership: 2 group sessions a week, billed weekly for 6 months
- 6-Month Shakti 12 Membership: 12 Shakti classes a month, billed monthly for 6 months
- 6-Month Shakti 8 Membership: 8 Shakti classes a month, billed monthly for 6 months

Your membership consists of only the foregoing services; you will not have access to the studio at other time or for other purposes other than attending specific classes in accordance with your membership package. The session schedule varies from month to month and is available upon request, or in the studio.

After the expiration of the initial 6-month membership term, your membership will continue on a month-to-month basis, with each "month" being calculated on a 28-day basis upon the same

terms set forth above, until it is canceled. The membership may be canceled upon 30 days written notice, following the expiration of the initial 6-month term.

Additional terms and conditions:

- 6 (or 12) -month minimum commitment
- Automatically billed every week or month depending on membership
- After the 6-months, you are automatically added to a month-to-month option
- Cancel any time after 6 months
- Must give 30-day notice in writing when canceling
- Late session cancellation restrictions still apply
- Early cancellation of membership will result in a \$50 non-refundable fee for each month canceled, paid in full at the time of cancellation
- Group sessions cannot be rolled over from week to week
- Memberships cannot be shared
- A valid credit card must remain on file
- \$30 processing fee will be added to any credit card payment that bounces due to expiration dates, etc.
- Memberships may be frozen once during each 6-month period for a minimum of 30 days and a maximum of 60 days. 30-day written notice of intended freezing must be provided before freezing can take place.

Your electronic signature constitutes your approval of the terms and conditions of this Waiver of Liability, full studio policies, and Membership Agreement.

This Waiver of Liability and Membership Agreement constitutes the entire agreement between the parties, and is to be governed and construed in accordance with the laws of the State of Hawaii. Additional membership terms and conditions provided by the studio are hereby incorporated into this Waiver of Liability and Membership Agreement.

You, the buyer, may cancel this contract by mailing or delivering a written notice to this health club. The notice must say that you are canceling this contract and must be postmarked or delivered by midnight of the fifth business day of this health club after signing this contract, excluding Saturdays, Sundays, and state or federal holidays. The notice must be delivered to: 1476 Honoapiilani Rd, Suite E, Wailuku, HI 96793

You the buyer may also cancel this contract if, by reason of death or disability you are unable to receive all services as contracted. If the inability to receive all services as contracted is due to disability, you shall have the option of extending the duration of the original contract at no cost for a period equal to the duration of the disability.

Your electronic signature constitutes your approval of the terms and conditions of this Waiver of Liability, full studio policies, and Membership Agreement.

By checking the box and clicking "Accept", or by signing, I acknowledge I have read, understand, and agree with this warning and all policies and procedures of Waikapu Danceworks LLC and The Pole Room.

By my signature below, I release Waikapu Danceworks LLC and The Pole Room for any injury, claim, harm, damage, or loss of property arising from or relating to my participation in the Activities, and/or from my presence on the Waikapu Danceworks LLC premises, whether caused by negligence or otherwise.