



RELEASE AND WAIVER OF CLAIMS

Thank you for your interest and participation in the classes, programs, videos and content that The Bay Club Company is making available to you online. The material provided is solely for educational, entertainment and informational purposes. We always recommend consulting with your physician or healthcare provider before embarking on any new nutrition or exercise program, particularly if you are pregnant or nursing, prone to injuries, or have any unique or special medical conditions. The content provided is not intended to take the place of recommendations from your health care provider. If at any point during your exercise program you begin to feel dizzy, faint, or have physical discomfort, you should stop immediately and consult a health professional. If you are under the age of 18, you may only access and/or use any TBCC online content with the involvement and consent of your parent or guardian. Also, please be reminded that unlike classes that occur at our facilities, there is no supervision of how you are using or understanding the content of these videos.

For and in consideration of access to, and/or use of, The Bay Club Company online content, defined as any and all Bay Club programs, videos, live feed, chat, etc. (existing now or later acquired including, without limitation to, Facebook Instagram, Zoom, and YouTube), you (defined herein as “you” or “participant”) are agreeing as follows:

Waiver of Claims; Acknowledgements:

1. The participant expressly agrees that all exercise and actions taken as a result of the online content, is undertaken by the participant at their sole risk.
2. The participant further agrees that The Bay Club is not liable for any injuries or damages to any person or the property of any such person as a result of or in any way caused by the classes, programs, videos or their content.
3. The participant agrees that The Bay Club is not subject to any claim, demand, injury or damages whatsoever, including, without any limitation, those damages resulting from acts of active or passive negligence on the part of The Bay Club, its owners, officers, agents, or employees related to the classes, programs, videos or their content.
4. The participant, for themselves and on behalf of their executors, administrators, heirs, assigns, and successors, does hereby expressly forever release and discharge The Bay Club, its owners, officers, employees, agents, assigns, and successors from all such claims, demands, injuries, damages, actions, or causes of action related to the classes, programs, videos or their content.



5. The participant, for themselves and on behalf of their executors, administrators, heirs, assigns, and successors, does hereby expressly assume the risk for downloading or otherwise viewing the classes, programs, or videos on any devices, and forever releases and discharges The Bay Club, its owners, officers, employees, agents, assigns, and successors from all such claims, demands, injuries, damages, actions, or causes of action related to the viewing, downloading, or streaming of said content on the device of participant's choice.
6. The participant acknowledges and agrees that by accessing The Bay Club Company online content, the participant acquires no right, title or interest in or to such online content other than a limited right to access and view such online content via one or more webpages provided by The Bay Club Company. The Bay Club Company retains all of its right, title and interest in and to the online content, including all copyright, trademark rights, rights of publicity, or other intellectual property rights. Other than a limited right to access and view such online content, the participant acknowledges and agrees that any and all other uses of such online content are expressly prohibited. By way of example and not limitation, the participant agrees not to: (a) remove, deface, or destroy any copyright, trademark, service mark or other proprietary marking from the online content; (b) modify, translate, adapt, alter or otherwise create derivative works from the online content; (c) copy, distribute, publicly display, transmit, retransmit, sell, rent, lease or sublicense the online content; or (d) permit a third party to use or access the online content or make the online content available for general use, access, viewing or download by third parties.
7. The participant acknowledges and agrees that any personal information collected by The Bay Club Company in connection with the participant's use of The Bay Club Company online content will be used to provide The Bay Club Company's online content to the participant and will be collected, used, stored and protected in accordance with The Bay Club Company's privacy policy, available at <https://www.bayclubs.com/privacy-policy>. The participant further acknowledges and agrees that certain third parties, including, but not limited to, third parties engaged by The Bay Club Company to deliver The Bay Club Company online content to the participant (including, without limitation to, Facebook Instagram, Zoom, and You Tube) may collect personal information about the participant in connection with the participant's use of The Bay Club Company's online content. The Bay Club Company cannot control the collection and use of personal information by such third parties, and the participant is encouraged to review such third party's privacy policies.

Release

I do hereby assume full responsibility for any and all damages, injuries, (including death) or losses that I may sustain, while attending, practicing, participating or witnessing in any Bay Club online exercise program, sport or physical activity occurring anywhere. I hereby assume full risk, waive any claims, and release and hold The Bay Club, its owners and its employees, individually or otherwise, harmless for any and all claims for injuries or damages. In consideration of my participation in the use of The Bay Club's online content, I hereby release and covenant not to sue The Bay Club, its



owners, shareholders, directors, officers, employees, representatives, agents and lessees from any and all present claims resulting from ordinary negligence and inherent risk of use and participation in the online content of The Bay Club including, but not limited to, any loss, injury, damage or liability sustained by me as a result of such program and/or content. I do hereby agree to indemnify, defend and hold The Bay Club Company harmless for any and all claims, losses, costs, liabilities, and expenses, including reasonable attorneys' fees, court costs, and any judgment and settlement payments, incurred in connection with my breach of Section 6 above.

By taking the class, I acknowledge that have read and fully understand the release and waiver of claims and that I have given up substantial rights by voluntarily signing this waiver.