

MEGA HIIT 805  
TERMS OF USE FOR STUDIO AND CLASSES

**1. REFERENCES** – In this Agreement, the word “Studio” refers to MEGA HIIT 805.

**2. USE PRIVILEGE REVOCABLE** – Your privilege to use our facility and participate in our classes is not transferable. By clicking below, you: (i) represent that you are at least sixteen (16) years of age; and (ii) recognize and agree that your privilege to use our studio and participate in our classes may be revoked by Studio at any time.

**3. PRICE**– All payments are non-refundable. **Class rates are subject to increase by Studio upon thirty (30) days’ prior written notice to Client.** When signing up to one of our memberships, you must agree to the membership agreement which authorizes direct debit and lists any conditions specific to your membership package.

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**BY CLICKING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PARAGRAPH 6B WAIVER AND RELEASE. UNLESS A NEW AGREEMENT IS SIGNED, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY.**

**4. TERMINATION OF PRIVILEGE** – Your privilege to use the studio shall terminate under the following circumstances: **A.** Studio revokes your privilege for failing to follow studio rules or for any other reason; or **B.** You fail to make all required payments in a timely manner.

**5. RESERVATION OF RIGHTS** – Studio reserves the right at any time to change the class schedule or instructor in its sole discretion. No statement on the website or on any other platform in any way limits Studio’s right to make any such changes.

**6A. YOUR PERSONAL RESPONSIBILITY** – You are responsible for the loss, theft or breakage of any personal belongings you bring into the facility. You recognize that prior to your use of the facility and participation in any fitness classes or activities, you should consult with Studio trainers regarding proper use of all equipment and facilities. You should also consult with your physician before using the facility. You understand and acknowledge that Studio has no expertise in diagnosing, examining or treating any medical condition, and that Studio is not making any medical staff or specialized medical equipment available at the facility. You agree that you will not use the facility with any medical condition if such condition poses a threat to the health or safety of yourself or others. It is your responsibility to consult with your physician to determine whether any such medical condition exists and, if so, whether it poses a threat to the health and safety of yourself or others. You further understand that Studio makes no representations with respect to your physical condition.

**6B. WAIVER AND RELEASE** –You agree that if you engage in any physical exercise or activity or use any of Studio’s facilities, you do so at your own risk, and you recognize that physical fitness activities can be hazardous. This includes, without limitation, your use of any equipment or area and your participation in any activity or exercise class whatsoever. You agree that you are voluntarily using these facilities and participating in these activities or exercise classes, and you assume all risk of injury, illness, loss or damage to you or your property that might result including, without limitation, any personal injury, illness, death or any loss due to theft of personal property. On behalf of yourself and your heirs, representatives and assigns, you hereby waive as against, and release and discharge Studio and each of its officers, directors, shareholders, agents, employees, independent contractors, successors and assigns (collectively, “Affiliate”) from, any and all claims, liability or causes of action (known and unknown), whether existing now or in the future, arising out of or related to your use of the studio or participation in any classes, whether caused by the negligence of Studio or any Company Affiliate or otherwise.

**7. RULES AND REGULATIONS** – You hereby agree to follow all rules and regulations of Studio. Studio reserves the right to change or add to those rules and regulations in its sole discretion. Proper attire is required for class attendance. MEGA and MEGA HIIT classes required grip socks and athletic footwear. MEGA classes require grip socks. Please refer to megahiit805.com for additional rules and regulations.

**8. PRIVACY POLICY** - You grant MEGA HIIT 805 express permission to use photographs or video of yourself in MEGA HIIT 805 related websites, social media marketing or other MEGA HIIT 805 promotional materials. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in and data and consent; this information will not be shared with any third parties. Please refer to megahiit805.com for complete Privacy Policy.

**9. GOVERNING LAW/SEVERABILITY/DISPUTE RESOLUTION** – These Terms and Conditions and its construction shall be governed by the laws of the State of California. If any provision or portion of these Terms and Conditions is determined by any court or other tribunal to be illegal or unenforceable, then that provision or portion shall be deemed to be stricken and severed from these Terms and Conditions, and all of the remaining provisions and portions of these Terms and Conditions shall be enforced to the fullest extent permitted by law. These Terms and Conditions and any dispute arising out of it shall be governed by California law. Any and all controversies, claims or disputes arising out of or related to these Terms and Conditions that the parties are unable to resolve on their own shall be submitted to final and binding arbitration to be conducted pursuant to JAMS Arbitration Rules and Procedures.

**10. ENTIRE AGREEMENT** – These Terms and Conditions constitute the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral. These Terms and Conditions may only be modified by another written agreement signed by both of the parties to these Terms and Conditions.