



LIABILITY WAIVER

>I hereby understand and acknowledge that the training, programs and events held by BURN STUDIOS (DBA BURN Brentwood/ BURN WeHo) may expose me to many inherent risks, including but not limited to accidents, injury, illness, or even death. I/ We assume all risk of injuries with participation including, but not limited to, falls, contact with other participants, the effects of a heated or cold room during a workout, and all other such risks being known and appreciated by me.

>I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in.

>After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and BURN STUDIOS furnishings services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE BURN STUDIOS its officers, agents, employees, organizers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in BURN STUDIOS training, programs and/or events.

>By my signature I/We indicate that I/We have read and understood this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntary agree to its terms. I agree to the BURN STUDIOS liability waiver.

>TERMS & CONDITIONS

>BURN HOLDINGS LLC (DBA BURN STUDIOS) is not responsible in any way for the safekeeping of your personal belongings while attending a class. By attending classes, events, activities, and other programs and using BURN STUDIOS facilities, website, or equipment, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in the strenuous nature of a workout program as well as contracting COVID-19. You acknowledge that you have voluntarily chosen to participate in a program of intense physical exercise in a group class setting. You acknowledge that BURN STUDIOS strongly recommends that you consult with your physician prior to commencing any class. You also acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You acknowledge that by attending in-studio classes, you are assuming responsibility for yourself and accepting the risk for contracting COVID-19. BURN STUDIOS is not responsible or liable for you should you contract COVID-19. *All members must be at least 18 years of age and sign the BURN STUDIOS, release form to book and attend in-studio classes. A parent or legal guardian may accompany a 16 or 17 year old minor to attend in-studio class if the adult member agrees to sign the appropriate release forms for the minor. Minors under the age of 16 may not enter or use BURN STUDIOS facilities at any time, no exceptions. Members are not allowed to bring pets onto the premise at any time, no exceptions.* At all times, you shall comply with all stated and customary terms, COVID policies, rules, and verbal instructions given to you by your instructor. Our ultimate goal is to provide a safe environment for everyone!

>PURCHASE POLICY

>Classes and instructor assignments are subject to change. Pricing is subject to change without notice. All class packages are non-transferable and non-refundable; there are no exceptions. The expiration date will be noted on your purchase receipt for your records. BURN will not be held liable for any bank overdraft fees. Any refunds issued will be assessed a \$25 return fee.

>CLASS ATTENDANCE POLICY

>We kindly request all participants to arrive at least 10 minutes prior to the scheduled class start time. These crucial minutes before class are dedicated to finalizing the class list, arranging everyone's starting spots, accommodating waitlisted individuals, and ensuring a prompt start for an uninterrupted workout session. Please note that if you arrive late, the studio doors will be locked, and it will be considered a no-show.

>For changes or cancellations, please ensure that you cancel the class on the BURN website or app via your member profile at least 12 hours prior to the class start time to retain your class credit. We do not manage cancellations on behalf of participants. Canceling the class after the 12-hour booking window will result in the loss of class credit and/or a \$20 + tax fee for no-shows or late cancellations. If you have booked a class using a Monthly Membership credit and fail to attend or late cancel, it will result in a loss of credit and a \$20 + tax fee. Similarly, if you have used a Class Package for booking and no-show or late cancel, it will result in the loss of your class credit.

>CANCELLATION & FREEZE POLICY (MONTHLY MEMBERSHIPS)

>BURN Monthly Memberships require an initial commitment of three (3) monthly payments and mini monthly memberships require an initial commitment of four (4) monthly payments, without the option to freeze or cancel. No exceptions will be made. After making three initial consecutive monthly payments, the membership will automatically renew indefinitely until terminated. You may cancel or freeze the monthly membership agreement with written notice to BURN at least seven days prior to my next scheduled payment date, without incurring any additional fees or penalties. All cancellation and freeze requests should be directed to the following email address:

Brentwood: info@burnbrentwood.com

West Hollywood: info@burnweho.com

Monthly Memberships allow for a maximum of two non-medical emergency freezes per year, not exceeding a total of two months, after the initial three-month period. Freezes do not adjust or extend

the auto-pay schedule. Furthermore, any unused classes do not roll over and are not transferable. *Freezing a membership preserves the amount of time between the freeze start date and the next billing period. Therefore if it is 10 days until the next billing date and the membership is frozen for a month, the customer will be billed 10 days after the Freeze End Date.*

>PHOTOGRAPHY & VIDEO RELEASE

>For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, agree as follows:

>I/We agree to be photographed, recorded and videotaped by BURN STUDIOS and its agent s (“Company”) in connection with my participation in BURN, classes.

>I/We hereby irrevocably authorize Company and its affiliates to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use, (a) my name, image, likeness, and voice, and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by myself (collectively, the “Materials”), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Company, its affiliates, or their services, without further consent from or payment to me.

>It is understood that all of the Materials, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the sole property of Company. I agree not to contest the rights or authority granted to Company hereunder. I hereby forever release and discharge Company, its employees, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials. I understand that Company is under no obligation to use the Materials.

**Thank you,
Team BURN**

Member signature: