

# SOULCYCLE

## NEW RIDER WAIVER FORM

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

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

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

I do not currently have an online account at [www.soul-cycle.com](http://www.soul-cycle.com), and I hereby request that SoulCycle create an online account for me using the following email address and initial password:

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

Initial Password: \_\_\_\_\_

**\*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 attending 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 Inc. and its subsidiaries (collectively, "SoulCycle"), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in indoor cycling and the use of exercise equipment in association with the Classes and Facilities. I acknowledge 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 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. Riders should be aware that flashing lights and music played at a high volume is part of the SoulCycle experience. SoulCycle is not responsible for any adverse reactions to these elements. Riders are strongly encouraged to request and take advantage of an initial introduction, including equipment and bike set up, and ongoing support available from SoulCycle staff to ensure the proper and safe use of all Classes and Facilities. I have read and thoroughly understand the SoulCycle Bike Safety Instructions. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. If in the subjective opinion of the SoulCycle staff, 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 stating that SoulCycle's concerns are unfounded. However, I also acknowledge that being permitted to access the Classes and Facilities does not mean I am not at physical risk, and it is not an endorsement by SoulCycle of my fitness to participate in the Classes or use the 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 or damage which are sustained, aggravated or 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, its direct and indirect parents and shareholders, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, 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 arising out of California's Health Studio Services Contract Law, Civil Code §§ 1812.80 et seq. and equivalent state law analogs, 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 my right to sue SoulCycle 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 fees 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.

**I have been given the opportunity to seek independent legal advice before signing this agreement, and I have obtained such advice or voluntarily chosen not to.**

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

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