

TERMS & CONDITIONS

We are a class based facility and therefore we don't allow anyone to use the equipment or space outside of a workout class.

At 4G Athletic there is no childcare. It's one of the ways we are able to keep the cost of class packages and monthly membership at a price point below the normal and customary price. No one under that age of 14 is allowed in 4G Athletic.

All participants in the studio workouts must have a 4G Athletic account and be registered for the class.

We have 6 bathrooms and 3 changing rooms for your convenience. We also have a plethora of lockers for you to keep your belongings. Make sure you bring your own lock with you. **Bags are NOT allowed in the studio.**

Workouts and coach assignments are subject to change. Pricing is subject to change without notice. All workouts and workout packages are non-transferable, non-sharable, and non-refundable.

For safety reasons and to ensure everyone is properly warmed up before engaging in a workout, please be on time. It's always a good idea to come early for your workout. 10-15 minutes early is a good rule of thumb. Anyone who is more than 4 minutes late will not be admitted into the workout so as not to disrupt the other participants. Additionally, if you're planning on leaving early, we kindly request that you tell the fitness coach ahead of time. **Any vacancies will be given to wait list participants 4 minutes before the session begins.**

If you are unable to get into the workout you desire because it is booked, we highly recommend putting yourself on the waitlist. In order to be eligible for the waitlist you **MUST** have a package, drop in session or an unlimited membership on your account. If you don't receive a spot in your desired workout, a credit will remain in your account for use on future workouts; the cost of the workout is not refundable. If a spot becomes available in the workout you have been waitlisted for you will be automatically enrolled in the class. You will receive an email confirming your enrollment into the workout from the wait list. Please take note that we assume you want to take every class you are waitlisted for. If you are no longer interested in a class that you are on the waitlist for you must remove yourself from the waitlist (online) or you risk being automatically enrolled and charged whether or not you attend. If you put yourself on the waitlist for a class and also enroll in the next class to save a spot, you may be charged for both classes. If you get into the first class via waitlist that class will count, and you will not receive credit back for the class you enrolled in as a back up.

You may cancel up to 12 hours before your scheduled workout with no penalty. If you cancel within less than 12 hours a workout will be deducted from your package, **if you have**

an unlimited monthly membership your credit card on file will be charged \$6 for not showing for a workout or cancelling less than 12 hours prior to the workout. To cancel a workout, please log into your online account, and click the cancel button.

All packages are good for one year from the date of purchase.

Monthly memberships start the day they are purchased and run up until the same day the next month. It does not include the same day of the following month. That day is when a new month is billed. Monthly memberships continue to bill on the same day each month until cancelled by the customer. To cancel a monthly membership, log into your online account, navigate to MY ACCOUNT -> MEMBERSHIP ->CANCEL MEMBERSHIP. Please note memberships will need to be cancelled a minimum of 2 business days (Monday-Friday) prior to the start of your next month's charge. Failure to do so will result in another full month's charge for the month ahead.

If you have classes booked beyond your membership cancellation date, it is your responsibility to pay for those bookings or cancel them per class cancellation policies. If classes are not cancelled or paid for, you will be billed \$20/class for those classes.

No packages or unlimited monthly memberships are able to be shared.

While heart rate monitors are a great training tool to utilize during a workout, there are inherent limitations with the technology that may cause some of the heart rate reading to be inaccurate. Some circumstances that can influence the readings are, but not limited to, the user's physical characteristics, the fit of the device and the type of intensity of the exercise routine or activity.

TERMS AND CONDITIONS

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in BIKE, LIFT, MOVE, FLOW, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge 4G Athletic, located at 2141 Port Sheldon St Jenison, MI 49428, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN BIKE, MOVE, LIFT, FLOW.

I agree to indemnify and hold harmless 4G Athletic against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If 4G Athletic incurs any of these types of expenses, I agree to reimburse 4G Athletic.

I acknowledge that 4G Athletic and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of 4G Athletic.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE 4G Athletic AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST 4G ATHLETIC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of 4G Athletic, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both myself (The Participant) and 4G Athletic agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

PHOTO RELEASE AUTHORIZATION

I authorize and allow MVP Sports Clubs/ 4G Athletic and all its entities to use my image, likeness, and quotes/comments in any promotional items and events. I understand that my or my photos, voice, video image and comments may appear in television, radio, or print

material for MVP Sports Clubs/ 4G Athletic and all its entities. MVP Sports Clubs/ 4G Athletic reserves the right to use your image without notification.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be approved or signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the minor that is signing in to the 4G Athletic session with this registration and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Last Edited: 01/07/2019