



3341 E. Queen Creek Rd. Ste 103, Gilbert, AZ 85297
Direct: (602) 806-7519 Contact@hydroairlab.com

Terms and Conditions

Carefully review the below terms and conditions prior to facility use. Please initial each section and sign at the bottom of the form to indicate your agreement and understanding. This form is required for all clients, members, and supervising adult guests.

Exclusive Monthly Membership Structure

Our purpose at Hydro Air Treadmill Lab (“HATL”) is to provide an unparalleled exclusive fitness and wellness experience using gold standard equipment to enhance longevity and quality of life by fostering low-impact movement, decreased inflammation, and improved strength training; all while experiencing more rapid recovery and decreased pain. To accomplish this, we offer exclusive monthly memberships, which grant access to all available equipment and services. Membership includes the following:

1. Keyed access to the locked front door. Extended hours granted upon approval (contact HATL for specific times).
2. *One (1) scheduled treadmill session **per day** Mon-Sat (on average).
3. *Two (2) scheduled cryotherapy session **per day** Mon-Sat (on average).
4. *Three (3) scheduled red light therapy sessions **per week** (on average).
5. Full access to all other amenities including plunge, compression, Fit3D, bikes, massage, stretch, and strength equipment as available.
6. Staff guidance and instruction as available.

Exclusive membership is available to individuals age thirteen (13) and up. Minors under eighteen (18) must obtain parent/guardian approval at sign up and remain at or near the premises for each visit. Minors must also be accompanied by a parent/legal guardian for use of all equipment.

No physical therapy (PT) services are offered by HATL. Any services or recommendations given by other individuals or entities within the facility (such as Hydro Air Physical Therapy, PLLC) are at the sole discretion and risk of that entity and do not represent or hold claim on HATL.

Exclusive memberships are charged as recurring monthly. All purchases are final and non-refundable. HATL reserves the right to terminate or restrict membership at its sole discretion. HATL may review and/or update and otherwise modify membership terms/conditions, pricing and fees and, if so, will publish on the website and appointment booking system to indicate the latest version of our policies. If this is the case, the member will be notified and given the option to accept terms or cancel membership prior to renewal. Upon renewal at monthly recurring billing cycle, the updated terms/conditions and pricing will apply, and prior membership terms/conditions will no longer continue.

Equipment use and services may also be sold by HATL on a standalone (“À la carte”) basis to members or non-members with pricing and terms determined upon sale. Additionally, HATL may offer single-day memberships or other products/services at its discretion, which may affect facility occupancy and equipment availability during standard hours.



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**Average daily/weekly. These equipment items cannot be used without scheduling online first. After monthly allotment of sessions are used, additional sessions may be purchased separately online. All other supplemental (non-scheduled) equipment may be used as often as available while the member is on site. Please be considerate of other members while using unscheduled equipment and limit your time when other members are waiting to use it. Follow all safety guidelines and usage limits.*

Membership Cancellation and Refund Policy

Memberships may be canceled at any time. In the event of cancellation, your recurring monthly charge will be turned off and you will not be billed at the next billing cycle. The membership will officially expire at the end of the current (paid) billing cycle. Membership benefits may be enjoyed until that time. **To cancel your membership, you must contact HATL at least five (5) days before your next scheduled dues payment to avoid additional payment. Cancellation requests made after this time cannot be guaranteed to take effect prior to the next billing cycle.** These cancellation requests must be sent in writing to memberships@hydroairlab.com, contact@hydroairlab.com, or may occur in person with a staff member on site where the client will obtain written/printed confirmation of the cancellation. VERBAL NOTIFICATION FOR CANCELLATION IS NOT ACCEPTED. We do not offer refunds for memberships or services rendered.

Session Late Arrivals, No-Shows, Cancellation, and Reschedules

All members should arrive at least 10 minutes prior to scheduled sessions and appointments to allow enough time to change, rinse off, warm up, and otherwise prepare for your scheduled activity. Late arrivals are not granted a time extension of their scheduled session. Excessive no-shows may result in the member(s) having their ability to schedule appointments restricted or suspended.

All purchases are final and non-refundable. However, exceptions may be considered in extenuating circumstances. If cancellation of your session is needed, you must call or contact HATL through your PtE portal at least 24 hours prior to your scheduled session. Cancellations may not be considered within 24 hours of scheduled session. Adjustments and refunds are not guaranteed and are subject to the sole discretion of HATL.

To avoid loss of a scheduled session, appointments may be rescheduled online through your PtE portal up to 2 hours prior to the scheduled time slot. Reschedules may NOT occur after this time and are considered no-shows.

Keyed access

Our doors are always locked to maintain a safe and exclusive atmosphere. Upon signing up for an active membership, the member will be given the option to receive either a physical key fob or an email containing app (Brivo) access for the security locks on the front door. Once selected, this will grant the member the ability to unlock the front door and enter the lab during posted operating hours Monday through Friday. The facility may not always be staffed at that time, but the key will still allow access and the member may use facilities per safety agreements terms, conditions, and waivers. The member agrees NOT to attempt initial use of any equipment item without first receiving instruction and assistance from a staff member or without signing the associated waivers.

HATL facilities provide storage bins and lockers for members' use while on site. Please do not leave or store any personal items overnight. HATL is not responsible for any missing personal items either due to loss, damage, or theft. While the security cameras may be used to help determine what may have occurred, their function and



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operability cannot be guaranteed. Please do not attempt to move or touch the property or items of other individuals without their prior consent.

Member Extended Hours Access

Extended hour access to the facility is included with your exclusive membership. However, this access is only granted when the following conditions are met:

1. The member certifies they have read and understand all safety and equipment operation materials and will follow all safety guidelines and observe all warnings and precautions.
2. The member will not use any equipment item without receiving staff orientation and a review of operation and safety instructions prior to first-time use.
3. The member has located and knows where to find all emergency exits, fire alarms, AED, and fire extinguishers.
4. The member has obtained staff approval for each item in the "Facility competency sign-off" sheet, indicating the member understands safe operation and use associated with each machine.
5. The member agrees to be supervised by another competent and consenting adult for use of all water equipment.
6. The member agrees that they are fully responsible for all damages, neglect, or injury either directly or indirectly caused by their actions or the actions of accompanying guests and will not hold HATL liable to such claims.
7. All minors (under 18) must be accompanied by their parent/legal guardian when HATL staff are not present. Children under the age of thirteen (13) are not permitted within HATL facilities

Once these conditions have been met, the member will need to speak to HATL staff so the member can be added to the extended hours access group within the Brivo app, which will allow them to open the front door during the selected extended hours access times. **They must always keep entrance doors locked and never propped open.** Extended hours access may be limited, adjusted, or revoked at any time and for any reason at the sole discretion of Hydro Air Treadmill Lab.

Dress Code

All members and guests shall be appropriately clothed for all activities within the facility. In all public areas, men and women must wear adequate covering of all private body parts. Swimsuits may be worn while using water equipment. No speedos or revealing bikinis may be worn in the main area. Please use provided robes as needed while walking through public areas. Close toed shoes must be worn while lifting or using resistance equipment. HATL reserves the right to request appropriate clothing adjustments at any time. Please consult all posted signs for proper clothing and dress before using any equipment. If you have any questions, please speak with a staff member before use.

Guest Policy

I represent and warrant that my use of the HATL equipment is for my personal use and enjoyment and that memberships and membership benefits may not be transferred or enjoyed by others. Exclusive members may bring adult guests to accompany them (to provide supervision, etc). However, no guest may use equipment for which they are not scheduled, including any of the supplemental (non-scheduled) equipment. Those are reserved for members only. All guests must pay for usage of scheduled equipment, and reserve using their own profile through our



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website, and sign all required waivers and forms prior to use. I assume responsibility for damage or neglect on their behalf until such time as they sign up for their own exclusive membership. In the event of any medical or other emergency which affects either myself or any of the guests I bring to HATL, I agree that I will not hold HATL liable for any claims arising from such events. HATL reserves the right to ask visitors and guests to vacate the premises at its sole discretion.

Cleaning policies/procedures

Clients may be required to complete a health waiver and agreement prior to using our equipment which will help screen for contagious and communicable diseases, including TB, MRSA, flu and COVID. Please do not visit HATL facilities if you suspect you may have a contagious, transmissible, or otherwise infectious illness.

Courtesy disinfecting wipes and hand sanitizer stations are located throughout the facility. Reminders are posted which encourage all to help maintain a clean and tidy facility.

Each water machine has a dedicated filter pump which circulates water regularly. Filters are replaced per recommended guidelines. Bromine levels are maintained according to recommended guidelines. Additionally, HATL will completely replace the water in each machine regularly. To help maintain the water cleanliness, free from debris and lint, all customers must rinse off immediately before using water equipment.

Smoking Policy

Smoking in any form is prohibited inside or within 20 feet of the facility.

Animal Policy

Animals are not permitted within the facility except where the animal is trained to assist the owner with a certain task or disability. The handler is responsible for caring for and supervising the service animal, which includes toileting, feeding, grooming, and veterinary care. HATL reserves the right to ask the handler to remove any animal which is not housebroken, or which provides a risk to the safety of others present or is out of the handler's control. Any damage or cleaning fees incurred to facilities, equipment, or property by any animal is the sole responsibility of the handler or owner.

Hydro Air Website

The website (www.hydroairlab.com) is owned by Hydro Air Treadmill Lab. This agreement applies to all of the products, services and information offered by the website and materials and HATL, the mobile versions thereof, any website software that you have embedded on a website or are about to embed ("Widgets"), and any applications ("Apps") created by HATL whether available through a social networking site or its subsidiaries or affiliated companies. Please note that the availability of any apps on a social networking site does not indicate any relationship or affiliation between HATL and such social networking site. The information presented on HATL's website and materials are in no way intended as medical advice or as a substitute for medical treatment. This information should only be used in conjunction with the guidance and care of your physician. Consult your physician before beginning any of the offered services through the website. Your physician should allow for proper follow-up visits as these services are completed. Nothing stated on or presented on the website or provided materials are intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider if you have any questions regarding a medical condition, your diet, nutritional supplements, an exercise regimen, or any other matter related to your health and well-being. If you do not agree to



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be bound by this agreement, please do not use or access this website. HATL reserves the right to refuse or cancel your account at any time. We also reserve the right to cancel your membership should you violate any provision of this agreement, or any other posted policy. The contents of this website, including the videos, text, graphics, images, and information obtained from HATL, third - party content providers, sponsors, suppliers, licensors, and any other materials that are to be used for informational purposes only.

Parental or Guardian Permission

You must be thirteen (13) years of age or older to use HATL facilities and website or to provide information about yourself to HATL. If you are younger than eighteen (18) years of age and would like to become a registered member of or provide information about yourself to HATL, you are required to have your parent or legal guardian consent prior to use. Minors under eighteen (18) must be accompanied by a parent/legal guardian using HATL facilities.

Communications

You consent to receive communications (including legal notices) from us electronically. We will communicate with you by email or by posting notices on the website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Finally, HATL may deliver communications to you by any means set forth in any other HATL policy or notice published on the website.

Assumption of Risk

Any athletic or physical activity involves certain inherent risks. These risks can range from minor injuries to major injuries including death and accidental injuries. Accidental injuries include those caused by you, those caused by other persons, those of a slip and fall nature, and injuries occurring anywhere in the HATL facility including but not limited to hallways, lobby, exercise areas, shower area, dressing rooms, or activities associated with HATL. In consideration of Member participating in the activities and use of the facilities offered by HATL, Member knowingly and freely assumes the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities.

_____ I acknowledge that I have received information and instruction on how to use the facilities and equipment at HATL. I understand that these activities may involve strenuous physical activity including, but not limited to:

- Cardiovascular conditioning
- Interval training
- Endurance training
- Various fitness activities

_____ I understand and am aware of the risks, dangers, and hazards associated with or arising from the use of the equipment and facilities of HATL and from participation in the activities, including but not limited to:

- Fainting
- Heat exhaustion
- Blood pressure changes
- Musculoskeletal injuries (neck, back, & muscle strains, muscle tears, muscle pulls, tendon, joint & ligament damage, bone fractures)



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- Drowning
- Paralysis
- Death

_____ I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by a HATL representative. However, if I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest HATL representative immediately.

_____ I shall be liable for any property damage and/or personal injury, which I sustain or cause to be sustained by another, regardless of cause. I understand that the use of the facility and the use of its equipment are at my personal risk and HATL shall not be liable for any injuries or damage to myself or any other person or be subject to any claim, demand, or liability as a result of injuries incurred during such use. I, for myself and on behalf of my executors, administrators, assigns, and successors, do hereby expressly forever release and discharge HATL, its agents, successors and assigns, as well as its officers and employees, from all claims, demands, damages, actions, or causes of action relating to or resulting from any injuries incurred by me as a result of my use of the facilities and equipment.

Disclaimers and Limitation of Liability

Users of the website and facilities expressly agree that their use is at the user's sole risk and that they will use it in a reasonable and safe manner. HATL, nor its employees or providers, warrant that the website will be uninterrupted or error - free; nor do they warrant or make any representation regarding the use of the information provided on the website and materials or the results that may be obtained from the use of the information provided as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided. HATL does not endorse, recommend, or sponsor and is not affiliated with any individual or entities listed or linked to on the website or posted/provided materials unless that fact is expressly stated. The listing of any individual or entity does not constitute a medical referral of any kind. Users are advised to exercise their own further informed review, judgment, and evaluation in the selection of any and all medical professionals and health information.

The website provided by HATL makes no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, products or individuals included or listed on the website. To the fullest extent permissible by applicable law, HATL disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall HATL or providers be liable to you or any third - party for any indirect, consequential, incidental, special or punitive damages, including, but not limited to, lost profits and business interruption, whether in contract or in tort, including negligence arising out of in any way from any product or service sold or provided on the website or the use of the information or the results of the use of the information provided on the website, even if HATL is expressly advised of the possibility of such damages. In no event shall HATL's liability exceed the price you paid for a product or service that is the subject of the claim. No oral advice or written information given by HATL providers or the like, shall create a warrant; nor shall user rely on any such information or advice. Under no circumstances shall HATL or any other party involved in creating, producing, or distributing the website or information be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the website, including but not limited to the results from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance,



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whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to the website's records, programs, or services. User acknowledges that this paragraph shall apply to all content, merchandise, and services available through the website. In those states that do not allow the exclusion or limitation of liability for consequential or incidental damages, liability is limited to the fullest extent permitted by law.

Third - Party Content

The website contains information, data, software, photographs, graphs, videos, typefaces, graphics, audio and other material (collectively "Content"). Regarding the content supplied by users or parties other than HATL, HATL is a distributor and not a publisher. HATL has no more editorial control over such third-party or user content than does a public library or newsstand. Any opinions, advice, statements, services, offers, or other information that constitutes part of content expressed or made available by third parties not by HATL are those of the respective authors or distributors and not of HATL. Neither HATL nor any third party, including any provider or any user of the website, guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for a particular purpose. In many instances, the content available through the website represents the opinions and judgements of the respective provider or user not under contract with HATL. HATL neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on the website by anyone other than authorized by HATL employees. Under no circumstances shall HATL be liable for any loss, damage or harm caused by a user's reliance on information obtained through the website. The user is responsible for evaluating the information opinion, advice or other content available through the website.

Online Content and Links to Other Sites

User agrees to use the website only for lawful purposes. Users are prohibited from posting on or transmitting through the website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation. If HATL is notified of allegedly infringing, defamatory, damaging, illegal, or offensive content provided by a user, HATL may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content from the website. HATL may disclose any content or electronic communication of any kind including:

1. To satisfy any law, regulation, or government request
2. If such disclosure is necessary or appropriate to operate the website
3. To protect the rights or property of HATL, its users or providers.

HATL reserves the right to prohibit conduct, communication, or content that it deems in its sole discretion to be harmful to individual users, the website, or any rights of HATL or any third party, or to violate any applicable law. Notwithstanding the foregoing, neither HATL nor its providers can ensure prompt removal of questionable content after online posting. Accordingly, neither HATL, nor Providers shall assume liability for any action or inaction with respect to conduct, communication, or content on the Website.

The website may reference or link to third-party sites throughout the World Wide Web. HATL has no control over these third-party sites or the content within them. HATL cannot and does not guarantee, represent or warrant that the content contained in these third-party sites is accurate, legal, or inoffensive. HATL does not endorse the content of



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any third-party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. HATL does not assume any responsibility or liability for the actions, product, services, and content of all these and any other third parties. If you choose to link to or use a third-party website, you should carefully review that third party's privacy statement and other terms and conditions of use. By using the Website to search for or link to another third-party site, you agree and understand that you may not make any claim against HATL for any damages or losses, whatsoever, resulting from your use of the Website to obtain search results or to link to another site.

Copyrights and Trademarks

Copyright © Hydro Air Treadmill Lab 2024. All materials and contents contained in the Website (including but not limited to the text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software), and the website itself, are copyrighted materials belonging exclusively to HATL or its content suppliers and are protected by United States and international copyright law. HATL enforces its copyright interests to the fullest extent permitted under the law, and shall seek civil and criminal remedies where appropriate, including the remedies provided for under sections 501 et seq. of Title 17 of the U.S. Code. All rights are reserved.

HATL and the related logos and other marks indicated on our website are the exclusive property and trademarks of HATL. HATL reserves all rights, including all rights applicable under the U.S. and international trademark laws, including, without limitation Section 1125 of Title 15 of the U.S. Code (Lanham Act Sec. 43). All other trademarks not owned by HATL that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by HATL.

Indemnity

I agree to defend, indemnify, and hold HATL and Providers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, my violation of these Terms and Conditions.

No Duress

I agree and acknowledge that I am not under any pressure or duress to sign the following Agreement and that I have been given a reasonable opportunity to review it before signing.

Applicable Law

The facilities and website are created and controlled by HATL in the State of Arizona. As such, the laws of the State of Arizona will govern these disclaimers, terms and conditions, without giving effect to any principles of conflicts of laws. HATL reserves the right to make changes to its website and these disclaimers, terms and conditions at any time. User hereby irrevocably and unconditionally consents to submit to the jurisdiction of the State of Arizona for any litigation arising out of or relating to use of or purchase made through the website (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Arizona courts and agrees not to plead or claim in any Arizona court that such litigation brought therein has been brought in an inconvenient forum.

Preservation/Disclosure



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I acknowledge, consent and agree that HATL may access, preserve and disclose my account information and Content if required to do so by law or in a good-faith belief that such access, preservation or disclosure is reasonably necessary to:

- A. Comply with legal process nationally or internationally
- B. Enforce this Agreement
- C. Respond to claims that any content violates the rights of third parties
- D. Respond to my requests for customer service.

Under no other circumstances will HATL intentionally disclose your account information to any third party.

Miscellaneous Terms

In any action against us arising from the use of this website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. HATL reserves the right to make changes to the website, these policies, and these Terms and Conditions of use at any time, effective immediately upon the posting on this website. Please check these Terms and Conditions of use periodically. In addition, these Terms and Conditions of use may be modified only by our posting of changes to these Terms and Conditions of use on this website, or by signed, written agreement of both parties. Each time you access this website, you will be deemed to have accepted any such changes. If any of these terms and conditions shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions. These Terms and Conditions of use are the entire Agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms and Conditions of use. These Terms and Conditions of use will insure to the benefit of our successors, assigns, and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms and Conditions of use, or to exercise any right under the Terms and Conditions of use, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

I acknowledge that I have read, understand and agree to all Terms and Conditions listed above.

Client's Printed Name

Client's Signature

Date



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Client's Parent or Legal Guardian's Printed Name

Client's Parent or Legal Guardian's Signature

Date