



RELEASE FROM LIABILITY

I agree and represent that all tanning, treatment, and use of all Bandit Body facilities shall be undertaken at my own risk, that I am physically able to undertake any and all treatments provided by Bandit Body and if I have a history of heart disease, I will consult a physician before joining. I also agree that the legal entity that owns Bandit Body /or affiliated companies and/or respective agents and employees shall not be liable for any claims, demands injuries, damages, actions or causes of action, whatsoever, to me or my property arising out of, or connected with the use of any of the services or facilities of such legal entity and of any affiliated companies and/or their representative agents and employees from all such claims, demands, injuries, damages, actions, or causes of action.

LEGALLY BINDING AGREEMENT

I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly or individual visit basis. My failure to regularly attend and utilize facilities does not relieve me of my obligations, regardless of the circumstances, to pay the installment note in full. No vacation holds or freezes may be put on my membership for the duration of the contract.

State Laws Require That Should You (The Buyer) Choose To Pay For Any Part Of This Agreement In Advance, Be Aware That You Are Paying For Future Services And May Be Risking Loss Of Your Money In The Event This Company Ceases To Conduct Business. This Company Does Not Post A Bond And There May Be No Other Protections Provided To You Should You Choose To Pay In Advance.

1. ASSUMPTION OF RISK

I understand that exercise classes and all of Bandit Body's aesthetic and recovery equipment not limited to, tanning beds, red light beds, massage chairs and bed, and spray tan service, involve certain risks and hazards, including but not limited to bodily injury and property damage. I understand that all of Bandit Body's equipment has a maximum weight capacity of 300 lbs. I voluntarily choose to participate in Bandit Body's services with full knowledge and acceptance of these risks. I understand that if I have any medical conditions or concerns that I will consult a physician before joining.

2. RELEASE OF LIABILITY

I hereby release, discharge, and hold harmless Bandit Body, its officers, directors, employees, agents, and representatives (collectively, "Released Parties"), from any and all claims, demands, causes of action, losses, damages, liabilities, or expenses of any kind arising out of or related to my participation in Bandit Body's yoga and dance, including but not limited to personal injury, property damage, or any other harm, even if caused by the negligence or fault of the Released Parties.

3. INDEMNIFICATION

I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, actions, suits, damages, liabilities, and costs, including reasonable attorney's fees, arising from my participation in Bandit Body's Services.

4. MEDICAL ATTENTION

In the event of any injury or illness during my participation in Bandit Body's Services, I authorize the Released Parties to seek medical treatment on my behalf and at my expense, if necessary.

5. ACKNOWLEDGEMENT OF UNDERSTANDING

I have carefully read and fully understand the contents of this liability waiver. I am aware that by signing this document, I am waiving certain legal rights and assuming the risks associated with Bandit Body's Services, Products and Events.

6. GOVERNING LAW

This liability waiver shall be governed by and construed in accordance with the laws of New Mexico.

By signing below, I acknowledge that I have carefully read and understood this liability waiver and agree to be bound by its terms and conditions

RED LIGHT THERAPY

I understand that BANDIT BODY staff are not licensed physicians and are unable to cure, diagnose, mitigate, prevent, or treat conditions. Light therapy should not be used as a replacement for medical treatment from a licensed physician or other healthcare provider. I have been informed that light therapy is generally safe. While side effects are not common, if they do occur, they're usually mild and short lasting. They may include: Increased sensation, itching, or pain to the treated area due to increased circulation, elevated temperature, skin irritation or uncomfortable warmth on the treated area due to increased circulation eyestrain/headache.

This agreement is made upon the express condition that BANDIT BODY, LLC shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the client while in or upon said premises of

services given or any part thereof during sessions of this agreement in connection herewith, and the client hereby agrees to hold harmless BANDIT BODY from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits, damages, or losses however occurring out of each session.

By signing below, I agree that information I have provided is accurate to the best of my knowledge. I have read and understand all above information, and give my full consent to receive light therapy from the staff. I acknowledge that this consent is given of my own free will and conscience, with no outside sources affecting my decisions, and that any questions have been answered by BANDIT BODY.

TANNING

For your health and safety, you must use protective eyewear. Failure to use protective eyewear may result in burns or long term injuries to the eyes. Abnormal or increased sensitivity to the skin or burning may be caused by certain foods or medications. If you do not tan in the sun you are unlikely to tan from the uses of this product. I have advised Bandit Body that I have no health problems or sensitivities, which would prevent me from utilizing the ultraviolet facility provided. I am of lawful age (18) and have read and fully understand the contents of this document. I agree that I will comply with all instructions on the use of the UV Tanning system and that I am using these services at my own risk. I will consult the list of medications that cause sun sensitivity and exercise precautions accordingly. Bandit Body and its employees are not liable for any injury to person or property caused in any way by the use of its services on its premises.

THEFT

Bandit Body is also not liable for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property.

Our Salon Enforces the Following:

Compliant with State Law Clients under the age of 18 are prohibited from any UV equipment. Clients must use lotions/products purchased from Bandit Body, use of other products will result in an additional fee. Children under the age of 16 may not be left unattended by parent or legal guardian in any area of Bandit Body. This includes when client is in a fitness class, or when client is using amenities. There are no refunds or exchanges on packages or merchandise. We reserve the right to change package or merchandise prices at any time. No one is allowed in tanning rooms except the tanner. Holidays are not added back to memberships. Expiration dates are final and will not be amended.

EFT TERMS

I hereby agree to purchase a membership with Bandit Body and agree to use the facilities in accordance with and abide by the Rules of Conditions of the company. Disclaimer of Implied Warranties: I understand that the company makes no guarantees, warranties or representations written or implied, regarding merchantability, results and benefits, except those written herein or in writing signed by the officer of the legal entity owning the company.

AUTHORIZATION

As a convenience to me and to the company, I authorize Bandit Body to draft my account by EFT (Electronic Funds Transfer) each month for monthly dues. I agree to have the necessary funds or credit availability in my account to cover the amount drafted. I understand that if the funds are not in the account or credit amount is not available, I will be charged the following fees: credit card decline \$10.00. This authority is to remain in effect until the end

of my membership. I agree to notify the company of any change in the account information at least 15 days prior to payment due. I understand I am bound to this membership until the end of membership term. Subject to appropriate State and Federal law. Membership will auto renew unless Bandit Body is notified at minimum 3 days prior to expiration of current membership agreement.

AMENDING OF RULES

I understand that Bandit Body reserves the right to amend or add to these conditions, and to accept new conditions as it may deem necessary for the proper management of the company and the business.

HOURS OF OPERATION

Operation schedules, including schedule changes, may vary and are subject to change from time to time. The company may be closed on Holidays. This information will be posted at all times.

DAMAGE TO THE FACILITY

I agree to pay for any damage I may cause to the company's facilities through my carelessness or negligent use thereof. I have read and agree to all of Bandit Body policies and procedures. By signing this I confirm that I have read and acknowledged all pages, and agree to these terms and conditions.

Client Signature:

Date: _____

Parental Consent To All Services Excluding Tanning:

Parent Signature:
