



INFORMED CONSENT WAIVER

1. General Assumption of Risk & Limitation of Liability

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of CORE BEHAVIOUR, LLC. and THE WOODLANDS LAGREE (the “Company”) whether online, in a the Company’s studio, or using the Company’s equipment (the “Equipment”), which has been manufactured, sold, purchased, leased, and/or operated by the Releasees, as defined below (collectively, the Company’s “Services”), you hereby acknowledge and agree, on behalf of yourself, your heirs, personal representatives, and/or assigns (collectively “you” and/or “yourself”) that:

- (a) there are certain inherent risks and dangers in the strenuous nature of the Company’s workout program created and/or instructed by the Company and/or Releasees,
- (b) you have voluntarily chosen to enroll and participate in an intense physical exercise program,
- (c) you understand that the Company strongly recommends that you consult with your physician prior to commencing any workout regimen and agree that you are in good physical condition and do not suffer from any known condition which would prevent your participation,
- (d) you have been fully informed of the strenuous nature of this exercise program and the possibility of adverse physiological occurrences including, but not limited to, abnormal blood pressure, fainting, heart attack, and/or death, and
- (e) you acknowledge and VOLUNTARILY ASSUME ALL RISKS and danger of injury or death inherent in physical exercises, fitness training and/or use of the Equipment.

You further release and discharge the COMPANY, ITS OWNERS, TRAINERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS, AGENTS, AFFILIATES, INSURERS, OFFICERS, DIRECTORS, INDEPENDENT CONTRACTORS, ATTORNEYS, AND ANY REPRESENTATIVES (“Releasees”) for any loss, damage, injury (including death or disability) or cost to you arising out of



the physical exercises, fitness training, and/or use or other operation of any fitness Equipment. You, on behalf of yourself, your heirs, your executors, trustees, administrators and/or agents promise not to sue or make any claim against the Releasees for loss, damage, or injury, for any claim including those claims based on negligence and gross negligence, in connection with (1) the use of all amenities, instruction, training, your participation in any activity, class program, personal training, instruction, or creation of any exercise, (2) the sudden and unforeseen malfunctioning of any Equipment, and (c) your slipping and/or falling while in the studio, or in the studio premises, including adjacent parking areas and sidewalks, as well as any claim of negligence relating to the manufacture, purchase, lease, equipment in the facility, maintenance or operation of fitness Equipment, which resulted in loss, damage, injury or death.

You agree to abide by and follow any instructions given or rules established by Company, its owners, trainers, employees, and agents, with regard to your engaging in any physical exercise or other fitness training, the Equipment and that my failure to do so, may result in your expulsion from the premises.

You agree that this release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

If you are enrolling a minor (10-18) years of age, or older, if applicable in the minor's state of residence, the above release applies equally to said minor. No one under 10 years of age may participate. A minor 10-18 years of age may participate only with a parent or legal guardian present.

You acknowledge that fitness results in the form of physical health and appearance varies and is not guaranteed.



2. Coronavirus Limitation of Liability

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company’s studio, or using the Company’s equipment (collectively, the Company’s “Services”), you understand that the Company will once again welcome individuals amid the Coronavirus (also known as COVID19 virus). The Company takes the Coronavirus pandemic very seriously, as it is an extremely contagious virus that may lead to severe illness, permanent disability and death that is believed to spread by person to person contact, and the Company has put in place preventative measures to help reduce the spread of COVID-19. These preventative measures include but are not limited to: spacing of Megaformers six feet apart; pre/post workout wipe down of Megaformers with hospital grade Super Sani-Cloth germicidal disposable wipes; face covering requirement for all individuals when not working out; face covering and/or face shielding requirement for instructors; hand sanitizer stations in the studio, Covid-19 questionnaire upon and temperature check upon entry. Despite these measures however, the Company cannot guarantee that you, your family, and/or your guests will not become infected with COVID-19. It is possible that attending classes, events, and/or activities at the Company may place you in close physical contact with other members, attendees, and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19.

You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family members, and/or your guests may be exposed to or infected by COVID-19 at the Company’s studio and that such exposure or infection could result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Company may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, the Company’s employees and members.



You understand that the Company has implemented and clearly communicated that enhanced health and safety measures are of the utmost importance. However, given the extremely contagious nature of this virus, you acknowledge and agree that there is an inherent risk of contracting COVID-19 during my time at the Company, and YOU ASSUME ALL RISK of being infected with COVID-19 and related complications, some of which may not be known at this time. Specifically, you understand and agree that COVID-19 complications may include extensive quarantine and self-isolation, testing, hospitalization with additional medical treatment, Intensive Care Unit treatment, intubation/ventilator support, the risk of death, and other potential complications.

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company's studio, or using the Company's equipment, YOU ASSUME THE INTERENT RISK OF COVID-19 EXPOSURE AT THE COMPANY, INCLUDING IN ANY PLACE WHERE PEOPLE ARE PRESENT. You understand, acknowledge and agree that all of the above risks, including that some potential risks are unknown, and voluntarily choose to enter the Company.

BY ENTERING AND REMAINING AT THE COMPANY, YOU VOLUNTARILY ASSUME ANY AND ALL RISKS INVOLVING AND RELATED TO COVID-19 EXPOSURE AND RELATED COMPLICATIONS.

3. Non-Recording of Live Studio Classes Agreement / Consent for Photography and Filming

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in a the Company's studio, or using the Company's equipment, you acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any *live* Company classes is strictly prohibited without the prior written consent of an authorized corporate officer of the Company. The Company's studio teams and instructors are *not* authorized to provide consent. This includes even a temporary



recording/transmission via online platforms such as SnapChat, Facebook, or Instagram. You are, however, permitted to record and post lawful, non-offensive content related to your participation in the Company's studio class before and/or after a class with the consent of each participant who is identified in your content.

Any violation of this policy is grounds for exclusion from future participation in any of the Company's classes. You further agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or other actions, and all resulting loss, damage, or cost of any kind (including reasonable attorneys' fees) resulting from your violation of this policy.

You understand and give consent to THE WOODLANDS LAGREE to use photographs and/or video recordings taken within The Woodlands Lagree Studio for use internally and externally to promote THE WOODLANDS LAGREE. These images could be used in print and digital media format including print publications, websites, e-marketing, posters, banners, advertising, film, social media, coaching and education purposes.

4. Intellectual Property.

You acknowledge that all content and materials available on or through the Company and www.thewoodlandslagree.com are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and are owned by the Company. You may only use the Company's studios, their online website, classes, exercises, and Equipment for personal use and for no other purpose. The Company retains exclusive ownership of all material and other related information. You shall have no right to, and you agree not to (directly or indirectly), own, use, sell, license, sublicense, assign, rent, lease, loan, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, translate, improve, edit or create any new or derivative works



from the Company or materials available through the website or Studio (including Equipment or machines), in whole or in part. You shall have no rights to the proprietary exercises, Equipment, machines, and related documentation, if any, provided to you by or on behalf of the Company.

The trade names, trademarks, service marks and logos displayed are the property of the Company. Except when referring to the Company and/or its products and services, you may not use our trade names, trademarks, service marks or logos, or any trade name, trademark, service mark or logo confusingly similar thereto.

5. Anti-Discrimination and Anti-Harassment Policy

The Company disapproves of any unwelcomed, inappropriate, discriminatory, harassing, and/or offensive conduct by its personnel or its members. If you believe you have been subject to unwelcomed, inappropriate, and/or offensive conduct by any of the Company's personnel or any of the Company's member(s), including while participating in the Company's class, we encourage you to tell the person engaging clearly and promptly, in the conduct, that the conduct is unwelcomed and offensive (if you are comfortable doing so). We also ask that you promptly notify a member of the studio team if the discrimination, harassment or other unwanted conduct takes place in a studio, or email the Company's team at twlagree@gmail.com if the if you feel more comfortable reporting the discrimination, harassment, or other unwanted conduct by email correspondence.

When making a report or complaint, we strongly recommend that you provide as much information as possible and in writing, including but not limited to, each alleged incident: date, time, place (specify studio location or time/type of virtual class), names of any witnesses, what was said or done, and any other relevant surrounding facts/circumstances.

The Company will strive to appropriately investigate any reported incidents and seek to provide due process for all parties. The Company's responsive actions, however, cannot be known in



advance since they will vary depending upon the nature of the allegations and the outcome of the investigation. The Company strives to maintain confidentiality throughout the investigative process to the extent practicable. However, our duty to investigate and take corrective action as appropriate may require the disclosure of certain information, and therefore, confidentiality cannot be guaranteed.

Any disputes or complaints not resolved via this complaint process will be subject to the below Arbitration Agreement.

6. Arbitration Agreement – WAIVER OF ANY RIGHT TO JURY TRIAL

Please Read the Following Carefully – It May Significantly Affect Your Legal Rights Including Your Right to File a Lawsuit in Court

By signing this contract (electronically or otherwise proceeding with this enrollment process), enrolling online, attending classes, events, activities, and/or other programs of the Company whether online, in the Company’s studio, or using the Company’s equipment, if you and the Company are not able to resolve a dispute within a thirty (30) day period, from the time informal dispute resolution is pursued over a dispute arising out of this agreement, you acknowledge and agree that either party may initiate binding arbitration.

You understand and agree that all claims arising out of or relating to your use of the Services (including the formation, performance, and breach of this arbitration agreement), your and our relationship, and/or your use of the Services shall be finally settled by binding arbitration administered by the ADR Services, Inc. (“ADR Services”) Arbitration Rules (“ADR Services Rules”), excluding any rules or procedures governing or permitting class actions.

Each party will have the right to use legal counsel in connection with arbitration at its own expense. You and the Company shall select a single neutral arbitrator in accordance with the ADR Services



Rules. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on you and us, and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this arbitration agreement and all other agreements between you and the Company shall be subject to the Federal Arbitration Act.

The current ADR Services Rules governing arbitration may be accessed at <https://www.adrservices.com/services/arbitration-rules/>.

The parties agree to split the cost of arbitration, unless otherwise required by law and except as defined by Section 10 below.

YOU AND THE COMPANY UNDERSTAND THAT ABSENT THIS MANDATORY PROVISION, YOU AND THE COMPANY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. You and the Company further understand that the right to discovery may be more limited in arbitration than in court.

7. Exclusive Venue for Litigation and Governing Law.

To the extent that the arbitration provisions set forth above do not apply or if you have opted out of arbitration, you and the Company expressly consent that any litigation between you and the Company shall be filed exclusively in the State of Texas.



8. Indemnification.

You agree to defend, indemnify, and hold harmless Releasees for all damages, liabilities, losses, and/or expenses, (including reasonable attorney fees, costs, claims, damages, judgments, awards, settlements, investigations, fees, and disbursements) incurred through third party claims, lawsuits, demands, and/or actions, or threats of claims against Releasees from any breach by you under this Agreement and/or arising out of or concerning this Agreement.

9. Notices.

Any notices in connection with this Agreement shall be given, in the case of notices to the Company by postal mail to Core Behaviour, LLC. Attn: Angelyne To-ong, 207 East Shore Drive, Suite 160, The Woodlands, Texas 77380 or, in the case of notices to you, by email or by postal mail to the email or postal mail address, respectively, you provide to the Company during the registration process.

10. Miscellaneous.

This Agreement constitutes the entire agreement between the Company and you with respect to your Liability Waiver, Arbitration Agreement, and Indemnification Agreement, and supersedes all prior or contemporaneous communications and proposals between us. For clarity, nothing in this Agreement amends or modifies, or has any effect upon, the terms and conditions of any separate agreement that you may have entered into with the Company or Lagree Fitness. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect. Paragraph titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.

You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party



of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.

All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

You acknowledge that this document is a contract and agree that if an arbitration. action is filed against the Releasees for any injury or damage is a breach of this contract, and you will pay all attorney’s fees and costs incurred by in defending such an action. And the prevailing party will pay all attorney’s fees and costs associated such action

By signing below, and initialing each page, you acknowledge that you have read carefully this “waiver and release” and fully understand that it is a RELEASE OF LIABILITY. You expressly agree to release and discharge the Company, Lagree Fitness, the Studio, and all Releasees, affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and YOU AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST THE COMPANY FOR NEGLIGENCE, PERSONAL INJURY, OR PROPERTY DAMAGE. You acknowledge and agree that you have made a free and deliberate choice to sign the Release and Waiver as a condition to engaging in exercise and training at the Company. You have freely concluded that the risks involved, and the Release and Waiver of Liability is worth the experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.