

# TERMS & CONDITIONS

## LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY, AS IT LIMITS THE LIABILITY OF THE GVO CYCLE ENTITIES TO YOU.

- By agreeing to this Agreement, enrolling online, and/or attending classes, events, activities, and other programs of GVO CYCLE (“GVO CYCLE”), whether online, at a GVO CYCLE facility, or using GVO CYCLE equipment, and/or by using the 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 GVO CYCLE’s workout program; (b) you have voluntarily chosen to participate in an intense physical exercise program; (c) you understand that GVO CYCLE strongly recommends that you consult with a licensed physician prior to commencing any classes; (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, or death; and (e) you assume all risk for your health and well-being, and fully release and hold harmless the GVO CYCLE Entities, its instructors, members, and employees from any responsibility, cost, or damages for any injury, harm, or loss you may suffer, including death, as a result of participation in any GVO CYCLE activities.
- If you are enrolling a minor (an individual who is not the age of majority in their jurisdiction of residence), the above release applies equally to said minor. No one under 15 years of age may participate. A minor aged 15-18 may participate only with a parent or legal guardian present.
- WE ARE PROVIDING THE SERVICES, INCLUDING THE SITE AND MOBILE APPS, ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GVO CYCLE ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY,

TITLE, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

WE MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY FOR: (1) PRODUCTS, SERVICES, INFORMATION, PROGRAMMING, AND/OR ANYTHING ELSE PROVIDED BY A THIRD PARTY THAT IS ACCESSIBLE TO YOU THROUGH THE SERVICES; OR (2) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SERVICES.

YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, GVO CYCLE ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, GVO CYCLE ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO CEASE USE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, GVO CYCLE ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE AMOUNT PAID TO US IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **REGISTRATION**

In order to use this website, a user must first complete the registration form. During registration, a user is required to provide certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

Registration of minors (ages 13-18) must be completed in person at one of our studios with a parent or legal guardian present. If we learn any personal information has been submitted to the website from a child under the age of 13, we will delete that information.

GVO CYCLE does not seek or share personal information from minors through this website. If you are between the ages of 13 and 18, you may register on our website only with the involvement of a parent or guardian, as well as a waiver signed in person at one of our GVO CYCLE locations.

Your personally identifiable information is kept secure. Only authorized employees, agents, and contractors who have agreed to maintain confidentiality have access to this information. All emails and newsletters from this site allow you to opt out of future marketing mailings. We use industry-standard efforts to safeguard the confidentiality of your personal information, including firewalls and secure sockets layer software where appropriate.

GVO CYCLE reserves the right to refuse or terminate accounts, remove or edit content, or cancel orders at its sole discretion. When you visit GVO CYCLE or send emails to us, you are communicating with us electronically, and therefore consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this 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.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via [info@gvocycle.com](mailto:info@gvocycle.com).

## **CANCELLATION & RESERVATION POLICY**

To cancel your reservation in a GVO CYCLE class, you must cancel online or call the studio.

To unreserve your class WITHOUT PENALTY, you must do so online or call the studio no later than 12 HOURS before your scheduled class. Your class will be returned to your account.

If you do not unreserve your class before the cancellation window (12 HOURS before your scheduled class) or you do not show up for class, CREDIT BUYERS will forfeit the single class from your class package. Clients with an Unlimited Membership will be

GVO CYCLE charges \$10 for any late cancellations (within 12 hours) and will charge the current Single Credit (non-discounted) “Drop-in” price for each “No-show” (when you are registered for the class but do not show up).

You cannot unreserve or late cancel a class via email, voicemail, text message, or direct messaging through Facebook, Instagram, or Twitter. **YOU MUST UNRESERVE**

THROUGH THE APP, YOUR ACCOUNT ON OUR WEBSITE, OR BY CALLING THE STUDIO and speaking to a member of our team.

You are solely responsible for managing your class reservations, waitlists, and cancellations. When you arrive at the studio for class, you are responsible for confirming your full name on the class sign-in sheet and signing your initials next to your name to indicate your presence. If you are not signed in by 5 minutes before the scheduled class time, bikes will be released to riders on the waitlist. If you are running late, please call the studio and let us know you are on your way. Our front desk team will hold your reservation for you up to 5 minutes after class begins, although we cannot guarantee it will be the same bike you signed up for. As a courtesy to your instructor and fellow riders, if you arrive more than 5 minutes after class begins, you will not be allowed to enter.

You are solely responsible for managing your reservations and for canceling classes in accordance with our cancellation policy. If you book multiple classes or are on the waitlist for multiple classes, you are responsible for canceling within this policy. If you reserve a class by accident or double book, GVO CYCLE is not held responsible. Please note that we release bikes 5 minutes before class starts to those on the waitlist. If you are running late, please CALL the studio and speak with GVO CYCLE staff to ensure we hold your bike. Staff will add walk-in waitlisted riders in the order they were added to the waitlist, 5 minutes before class. There is no waitlist priority for early arrival. To switch bikes within the same class, you must add your name to the move list at least 6 minutes before class starts. GVO CYCLE staff will call your name 5 minutes before class if an alternate bike is available.

## **BUYING CLASS CREDITS AND CREDIT CARD INFORMATION**

When you buy class credits or packages from GVO CYCLE, you agree to our terms and conditions in full. Riders may choose to keep a credit card on file using their GVO CYCLE account online. By placing a card on file, the cardholder and account holder permit GVO CYCLE staff to charge the card for any in-studio purchases made by the client unless an alternate form of payment is provided.

## **MONTHLY PASSES**

When purchasing a monthly pass membership from GVO CYCLE, you agree to our terms and conditions in full. Monthly pass riders are required to keep a valid credit card on file using their GVO CYCLE account online. By purchasing a monthly pass membership, the cardholder and account holder permit GVO CYCLE staff to charge the card every 30 days for the membership fee and for any in-studio purchases made by the client unless an alternate form of payment is provided.

All our monthly passes are available on auto-renewal ONLY. Monthly pass riders must keep a valid credit card on file. If your credit card is declined, you have a 3-day grace period to make a payment before we freeze your pass. Monthly pass memberships can be canceled anytime after the first month with 30 days' notice. Monthly passes cannot be used to book a guest and are non-transferable. Notice must be provided in person or via email at [info@gvocycle.com](mailto:info@gvocycle.com). You cannot provide cancellation notice via Facebook, text, or Instagram.

## **REFUND POLICY**

We do NOT provide refunds on class credits, monthly passes, or memberships. Retail items returned within 7 days (14 days for online orders) of purchase, with tags attached, can be exchanged or refunded to the same payment method.

## **HEIGHT REQUIREMENT**

Riders must be at least 4' 11" to take cycle classes at GVO CYCLE.

## **BIKE + TRAIN ROOM CONDITIONS**

GVO CYCLE is an intense workout. Cycle practices combine rhythm-based choreography, high-intensity intervals, and upper body sculpting exercises in class. Our Train practices combine high-intensity weight training with treadmill workouts. Please consult your doctor before beginning a new exercise regimen. The temperature in the room ranges from 70-80 degrees depending on the number of guests and indoor/outdoor weather conditions. Loud music will be played in class that may contain explicit language.

## **MISCELLANEOUS**

Always bring the bike to a complete stop before jumping off. If recovering from an injury or illness, or if you have known sensitivities, please notify the instructor prior to class start time.

## **PERSONAL BELONGINGS**

You agree that we are in no way responsible for the safekeeping of your personal belongings while you are present in the studio. You assume all risk of loss for any of your personal belongings.

## **INTELLECTUAL PROPERTY RIGHTS**

“GVO CYCLE” and other graphics, logos, designs, headers, and footers are service marks or trademarks of Grind & Vibe Out Cycle LLC dba GVO CYCLE and cannot be used for any purpose other than as expressly permitted by these terms. You have the right to view, electronically copy, and print portions of this website for the sole purpose of reserving classes and for personal use. Any other use of the materials on this website without prior written permission from GVO CYCLE is strictly prohibited.

## **SIGN-UPS**

Unlimited Memberships can reserve classes up to 14 days in advance. Credit buyers can reserve classes up to 7 days in advance. To sign up, purchase a single class or a class series and book a bike online, in-studio, or by giving us a call.

## **CANCELLATIONS**

We value accountability! If you book a bike, please ensure you can attend class. As a courtesy to our team and community, we charge for late cancellations and no-shows. If you need to cancel, please do so 12 or more hours before your scheduled class, including for waitlisted clients. You can cancel online, in-studio, or by calling us. If you late cancel or do not show up, you will forfeit the class credit. Unlimited members will be charged \$10 for late cancellations and the current “non-discounted” drop-in rate for a no-show.

## **ARRIVE EARLY**

Please arrive 15 minutes before class starts and let our Studio Coordinators know you are a new rider so we can introduce you to our studio and class method.

## **SIGN-IN**

Be sure to check in when you arrive! Your bike will be released to riders on the waitlist approximately 5 minutes before class begins. If you are running late, please call the studio and let us know you are on your way. Our front desk team will hold your bike for you for up to 5 minutes after class begins, although we cannot guarantee it will be the same bike you signed up for. As a courtesy to your instructor and fellow riders, if you arrive more than 5 minutes after class begins, you will not be allowed to enter — it disrupts the class vibe.

## **LATE ARRIVALS**

Bikes will be released to riders on the waitlist 5 minutes before class begins. If you are running late, please call the studio and let us know you are on your way. The spin room doors will close 5 minutes after class starts, at which point late arrivals will not be permitted.

## **FOR RIDERS LEAVING EARLY**

We discourage leaving class early to maintain accountability to the community and the class length you signed up for, which is always indicated. However, if you must leave early, please inform your instructor before class starts.

## **WAITLISTING**

If a class is full, you may join the waitlist. If a spot opens, you will receive an email confirmation once added.

Our system automatically adds waitlisted riders into class up to **5 minutes before class begins**.

If you are added within **12 hours of class**, you are responsible for the cancellation fee if you cannot attend.

Remaining on the waitlist inside the 12 hour window means you are committing to attend. Please remove yourself from the waitlist if you do not plan on coming to avoid losing your credit.

## **RETURN AND EXCHANGE POLICY**

Classes, class packages, and event tickets are non-refundable and non-transferable unless otherwise stated by GVO CYCLE.

## **RELEASE AND INDEMNITY AGREEMENT**

This RELEASE AND INDEMNITY AGREEMENT (“Release”) is made to release and indemnify Grind & Vibe Out Cycle LLC dba GVO CYCLE (hereafter referred to as “GVO CYCLE”), a Delaware limited liability company, and all of its respective members, employees, heirs, successors, agents, contractors, and assigns (collectively the “Released Parties”).

The undersigned, on his/her own behalf or, if applicable, as the parent or guardian of a minor (the person engaged in the activities with GVO CYCLE shall be referred to hereafter as the "Participant"), and on behalf of the undersigned's heirs, successors,

representatives and assigns (singularly and collectively the "Releasing Parties"), hereby grants the Released Parties this full release and indemnification as consideration in exchange for permitting the Participant to participate in this exercise program or any other activity associated with or through the Released Parties.

The Participant is entering into this Release after having viewed or having the opportunity to view the studio and instructors' qualifications, and having had the chance to ask questions regarding the services and risks associated with this exercise program. The Participant further acknowledges that his/her participation in the activity is voluntary, with full knowledge, understanding, and appreciation of the risks inherent in any physical exercise, and expressly assumes all risks of injury and even death that could occur as a result of participation.

Despite all known and unknown risks, including but not limited to bodily injury (including death) and property loss or damage, the undersigned, on behalf of the Releasing Parties, hereby releases, waives, acquits, and forever discharges any and all known or unknown claims, demands, causes of action, damages, losses, and expenses that the Releasing Parties may ever have or have had against the Released Parties arising out of the Participant's participation in any activity or exercise program offered by the Released Parties, including but not limited to any and all claims alleging negligent acts and/or omissions committed by the Released Parties or any third party.

By acknowledging this waiver, you agree to consult a medical practitioner prior to participating in any activities with GVO CYCLE or using its facilities, especially if you have had, currently have, or develop a serious health condition, including but not limited to stroke, lupus, hernia, numbness in the extremities, orthopedic conditions, heart conditions, asthma, breathing problems, faintness, dizziness, loss of balance, recent injury/surgery/concussion, or current pregnancy.

The Releasing Parties further agree to indemnify, defend, and hold harmless the Released Parties from any and all claims arising out of the Participant's participation in any activity or exercise program offered by the Released Parties or in the use of any equipment at GVO CYCLE studios or any other premises owned, leased, or used by the Released Parties, including attorneys' fees and expenses incurred by the Released Parties.

All personal property brought to the studio or any other location where the Participant is participating in any activity or exercise program offered by the Released Parties is

brought at the sole risk of the Participant regarding theft, damage, or loss. The Released Parties are not responsible for any items left at the GVO CYCLE studio or any other premises owned, leased, or used by the Released Parties.

Participant hereby permits the Released Parties to use, without compensation or royalties, images or video of the Participant as a program participant, including but not limited to its social media or web-based materials, broadcast and print advertising, and websites produced and published by the Released Parties. All such materials are deemed the property of the Released Parties.

Participant expressly agrees that the terms of the release and indemnity contained herein are intended to be as broad and inclusive as permitted by the laws of Florida. Any provision of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion, and the remainder shall be enforced to the greatest extent possible. Furthermore, any dispute arising out of this agreement shall be subject to binding arbitration.

Participant agrees to maintain current credit card information on file and authorizes GVO CYCLE to charge the credit card on file for the payment of services and fees. This credit card will be kept on file and will remain in effect until the expiration of the credit card account.

We will not seek, use, or disseminate any information from unauthorized access, use, modification, or disclosure. These files are confidential and will only be used by the studio to better support your needs.

**PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND VOLUNTARILY AGREES TO THE TERMS SET FORTH IN THIS RELEASE AND INDEMNITY AGREEMENT.**