

RELEASE OF LIABILITY

In consideration of being allowed to participate in Vivecorp activities (indoor, outdoor and virtual) I do hereby waive, release and forever discharge Vivecorp, Inc. and their officers, agents, employees, representatives, executors, and all others acting on their behalf from any and all liability for injuries or damages resulting from my participation in any activities or the use of equipment in any participating facility. I do also hereby release all of these mentioned and others acting upon their behalf from any or all responsibility or liability for any injury or damage to myself. I further acknowledge that Vivecorp, Inc. is not responsible for my safety or for the care or safety of my property. To the fullest extent allowable under the law, (a) I waive any claim for loss, damage, theft, or personal injury arising from my participation in the Vivecorp activities, and (b) I release Vivecorp, Inc. and its affiliated, entities, officers, directors, employees, contractors, and agents from any claim for loss, damage, theft, or personal injury in connection with my participation in any Vivecorp activities, including without limitation any theft of, or loss, or damage to, my property and its contents. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am participating in these activities and using the equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any Vivecorp activity or use of equipment or machinery except as hereinafter stated. I have also been informed and understand the recommendation for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment or machinery. I also acknowledge and understand that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician regarding physical activity, exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I have either had a physical examination within the last year and have been given my physician's permission to participate, or I have decided to participate in activities and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation in activities, and utilization of exercise equipment and machinery in my activities.

RELEASE FOR USE OF LIKENESS I, hereby authorize the use of my name and likeness, in whole or in part in the use of commercial materials. I herein represent that I have the authority to enter into this Agreement. Use of this material may be published at the discretion of Vivecorp Inc. and I agree that I shall not be entitled to any compensation or injunctive relief of any type. I hereby waive any right of inspection or approval of the finished product. I further waive the return of any materials, including but not limited to photographs, provided for the creation of said commercial materials.

PAID SESSIONS: CANCELLATION/RESCHEDULING/REFUNDS POLICY You may reschedule your paid personal training or massage therapy session up to 24 hours prior to your appointment. To cancel or reschedule an appointment, please login to your MindBody account. Changing the appointment directly from your calendar will not notify the trainer. PLEASE NOTE: If you cancel or reschedule with less than 24 hours notice, you will be charged for the appointment. If you have cancelled with more than 24 hours notice, email connect@vivecorp.com to process a refund request. Refunds will be initiated within 2-3 days of request. No credits or refunds will be provided for day of cancellations or missed sessions.

WORKSHOP CANCELLATION POLICY If a workshop registration is cancelled with at least 24 hours notice, you will receive a full refund. To cancel or reschedule an appointment, please login to your MindBody account. Changing the registration directly from your calendar will not notify Vivecorp of the cancellation. If you have cancelled with more than 24 hours notice, email connect@vivecorp.com to process a refund request. Refunds will be initiated within 2-3 days of request.

Massage Contraindications/Right to Refuse: We reserve the right of the LMT practitioner to refuse service to anyone that displays cold or flu symptoms, has a cough, sore throat, skin rash, or other infections. When booking a massage appointment, please be mindful of your health. Massage is not recommended during colds or when you have the flu.

For the well-being of the practitioner and other clients using the service, please reschedule your session before 9:00 a.m. on the day of service if you have any sort of viral symptoms that might be contagious. If you choose to show up for your appointment with cold or flu symptoms, a cough, sore throat, skin rash, or other infections and are denied service, you will not be reimbursed.

VIVECORP COVID-19 WAIVER

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Vivecorp has put in place preventative measures to reduce the spread of COVID-19; however, Vivecorp cannot guarantee that you or your family will not become infected with COVID-19. Further, attending Vivecorp managed facilities could increase your risk and your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Vivecorp managed facilities and that such exposure or infection may result in

personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Vivecorp managed facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Vivecorp employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a Vivecorp managed facility. On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless Vivecorp, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Vivecorp program.

Vivecorp Privacy Policy can be viewed here: <https://fit.vivecorp.com/privacy-policy>

I have read and agree to the terms and conditions of the facility membership documentation and waivers found on the facility's website membership page. Please contact connect@vivecorp.com with questions on how to access your facility membership documentation and waivers.