



New Rider Waiver Form

Name: _____ Date of Birth _____

Address: _____ City/State: _____

Zip: _____ Primary Phone #: _____ How did you hear about us? _____

*Email/Login: _____

* EMERGENCY CONTACT: _____ PHONE NUMBER: _____

ASSUMPTION OF RISK, WAIVER, AND RELEASE

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Burst, I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in indoor cycling and exercise equipment in association with the Classes and Facilities. I acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. I also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. If in the subjective opinion of the Burst staff, I would be at physical risk participating in Burst's classes, I understand and agree that I may be denied access to the Classes and Facilities until I furnish Burst with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing Burst's concerns and stating that Burst's concerns are unfounded. In consideration of being allowed to participate in and access the Classes and Facilities, I hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by me in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless Burst, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that I (a) have no medical or physical condition that would prevent me from properly using any of Burst's classes and facilities, (b) do not have a physical or mental condition that would put me in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. I acknowledge that if I have any chronic disabilities or conditions, I am at risk in using Burst's classes and facilities, and should not be participating in any classes.

I have read this Assumption of Risk, Waiver, and Release Agreement, fully understand its terms, and understand that I am giving up substantial rights including my right to sue Burst under certain circumstances. I acknowledge that I am signing this waiver freely and voluntarily. The term of this waiver is indefinite.

VALUABLES AND PERSONAL PROPERTY: I acknowledge that I have been urged to avoid bringing valuables onto the Facilities and that Burst shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, studios, or anywhere else in the Facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

ETIQUETTE: To preserve the Burst sanctuary, I agree to abide by Burst's etiquette guidelines found on Burst walls and on Burst's website (www.burstcycle.com). Burst reserves the right to deny access to any person Burst deems to be acting in an inappropriate or unsafe manner.

New Rider Signature: _____ Date: _____