

Waiver and Release of Liability

Because physical exercise can be strenuous and subject to risk of serious injury, we, **BOURNE NATION LLC (DBA MOXI3)** urge you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, you do so entirely at your own risk.

This includes, without limitation, (a) your use of all amenities and equipment in the facility and any off-site location and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury. You expressly agree to release and discharge your personal trainer or instructor, and from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, regardless of negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring legal action against **BOURNE NATION LLC (DBA MOXI3)** for negligence, or any other personal injury or property damage or loss action.

Terms of Service

To book a class at Bourne Nation LLC (DBA MOXI3), you must have a valid class credit or membership. To buy an individual class credit or membership, you can sign up on www.moxi3.com by using your email and creating a password or if you are already registered, click login to buy a class credit or membership and make your reservation.

You must check in with the front desk before class. If you do not check in, we may release your spot to another guest 5 minutes before the start of class. Checking in for clients other than yourself is prohibited.

You may cancel a class you reserved using a class credit without penalty by canceling online or calling the studio no later than 5:00 PM the evening before your scheduled class. If your spot is canceled by this time, your class credit will be returned to your account. If you cancel after 5:00 PM the evening before your class, the class will be forfeited.

To cancel a class you reserved using an unlimited membership, you may do so without penalty by canceling online or by calling the studio no later than 5:00 PM the evening before your scheduled class. If you cancel your spot after 5:00 PM the evening before your class, you will be charged a \$15 late cancel fee.

Cancellations via electronic mail (email), Facebook Messenger, Instagram, and any other social media platform or text message will not be accepted, and you will be charged.

Should you no-show to a class you reserved using a class credit, you will be charged \$15. If your card on file does not process, our staff will call you to update that information, or you will lose your class credit.

Should you no-show to a Bourne Nation LLC (DBA MOXI3) class you reserved using an unlimited membership, you will be charged a \$20 no-show fee. If your card on file does not process, our staff will call you to update that information and process the charge accordingly.

Please be aware that we release spots EXACTLY five minutes before the start of class to those on the waitlist. If you are running late, please call the studio and speak with a front desk staff member to ensure we hold your spot.

If you book multiple classes or waitlist multiple classes, you are solely responsible for canceling your classes within the bounds of the cancellation policy. Bourne Nation LLC (DBA MOXI3) staff cannot be held responsible for accidental bookings by clients or double bookings or double waitlisted classes made by clients. Late cancel and no-show fees apply if you do not cancel within the bounds of the cancellation policy for double bookings.

Bourne Nation LLC (DBA MOXI3) staff will add walk-in, waitlisted clients in the order in which they were added to the waitlist by the computer system, top to bottom, and EXACTLY 5 minutes before the start of class. There is no waitlist priority given for early arrival.

All regular priced retail may be returned or exchanged, if unworn and in new condition with all tags attached, within 14 days of purchase, excluding personal care items and drinking vessels. All sale retail items are final sale.

Credit, and membership purchases are final sale. No returns or exchanges.

Signature of Participant

Date

Printed Name of Participant

