

HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE

Terms & Conditions of Purchase

These Terms & Conditions of Purchase apply to everybody who purchases any type of class, workshop, series of classes, sessions, events or package of classes (“Purchaser”).

Section 1: Fees and Payments

1. **Purchaser’s Obligation.** Purchaser shall not be relieved of the obligation to make payments agreed to, and no deduction from any payment shall be made because of Purchaser’s failure to use the facilities of Hayward Fitness Fanatics/Hayward Dance Experience (the “Studio”).
2. **Form of Payment.** All payments (including per class payments and incidentals) that are payable by electronic funds transfer from the Purchaser’s credit card account or debit card account. Purchaser must authorize payments to be made through a third party administered electronic funds transfer system. Purchaser maintains full control and privacy over his or her account at all times, and the transfer of funds affects only those fees that have Purchaser’s prior authorization and when a Purchaser authorizes any additional transaction, including but not limited to single classes, class series, class packages, and retail transactions either on the Studio’s website or in the Studio’s facilities, as well as charges associated with late cancellation and/or no-show.

3.

4. Section 2: Classes

1. **Revocation of Classes.** The Studio (in its sole discretion) may revoke Purchaser’s class, class series or class credits, at any time and without refund, in the event that Purchaser engages in behavior that is unsafe or objectionable to other participants or staff, or for reasons of nuisance, disturbance to other participants or staff, moral turpitude or fraud. The Studio also reserves the right to require Purchaser to leave for the day if, in the Studio’s reasonable judgment, Purchaser poses a health or safety risk to Purchaser or others, or is disturbing or likely to disturb other participants or staff.
2. **Use Privileges.** Purchaser must abide by the individual rules of the Studio. Additionally, the Studio (in its sole discretion) reserves the right to revoke or suspend Purchaser’s class, class series or class credits if Purchaser has purchased a class, class series or class packages, and allows persons other than Purchaser to use Purchaser’s account to book and/or attend classes without the approval/consent of the Studio’s staff.
3. **Our cancellation policy varies based on if it's a weekly fitness class, a personal training session, a special events, or other type of session, etc.** Please speak with a Hayward Fitness Fanatics staff member, or request info regarding our cancellation policies prior to signing up for any membership, event or session. Certain classes, events, workshops, sessions may require clients to cancel a reservation at least 1 hour and up to 24 hours prior to the start of class. You may cancel a reservation in person, by email, or by phone, 1-24 Hours before the start of class with no charge, depending on the set policy of the class. If you cancel after the cancellation period or No Show for a class you pre-registered for, you forfeit your class & you will automatically be charged the original fee for a late cancel/No show. To best facilitate the needs of our clientele, we want to make sure that reserved spaces for classes, events, sessions and workshops are filled. Often times, we also have instructors that prep class just for you, so out of consideration to their effort and time please help us help you, so everybody wins!

Section 3: Purchaser Risk

1. **Medical Recommendations.** Purchaser is strongly advised to consult with his or her physician or to have a physical examination before using any of the Studio’s facilities or enrolling in any of the

Studio's classes, especially if Purchaser is elderly, pregnant, has a history of heart disease, high blood pressure or other chronic illness, or is unaccustomed to strenuous physical exertion or has any other physical limitations that could create an increased risk of injury or adverse health consequences from strenuous exercise.

2. Orientation. Purchaser is strongly encouraged to arrive early prior to their first class as well as request ongoing support available at the Studio to ensure the proper and safe use of all of the Studio's amenities and equipment.
3. Purchaser Conduct. Purchaser shall not use any Studio facility, service or equipment in such a way as to endanger the health or safety of Purchaser or others. Purchaser shall be responsible for any property damage or personal injury caused by Purchaser and/or his or her guests. Purchaser agrees not to violate any laws while in any Studio facility and agrees further to abide by all of the Studio's rules and regulations, as they now exist and as they may be amended from time to time in the discretion of the Studio.
4. Purchaser Assumption of Risk. Purchaser acknowledges that his or her participation in the Studio's classes and use of the Studio's facilities necessarily involves a risk of severe, permanent physical injury (including, without limitation, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, and paralysis) and death. By enrolling or participating in any of the Studio's classes, or otherwise using any of the Studio's facilities, PURCHASER WILLINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS. The Studio cannot, and does not, guarantee that any facility, class or equipment is free of risk of any and all accidents or injuries of any kind (including death).
5. Medical Disclaimer. Purchaser has been informed and acknowledges that the Studio makes no claims as to medical or fitness results that can or may be obtained through use of the Studio's facilities, equipment or services. The Studio has neither suggested nor will suggest any medical treatment to Purchaser. Only licensed medical professionals are qualified to give medical advice.
6. Purchaser's Health Warranty. By enrolling or participating in any of the Studio's classes, or otherwise using any of the Studio's facilities, Purchaser represents and warrants that he or she (i) is in good medical and physical condition, and that participation in the classes or use of the facilities does not pose any danger to Purchaser's health; (ii) has no medical or physical conditions that would preclude his or her participation in any of the Studio's classes or use of the Studio's facilities, or otherwise create an increased risk of injury or adverse health consequences as a result of strenuous exercise; and (iii) has not been instructed or advised by any physician against participating in strenuous physical exercise or exertion, participating in any of the Studio's classes, or using the Studio's facilities.
7. Purchaser Waiver, Release and Indemnity. In agreement with the Terms and Conditions of Purchase and/or by attending classes or otherwise participating in Studio activities, Purchaser, on behalf of his- or herself, and on behalf of his or her heirs and assigns, expressly agrees to forever discharge, waive and release Nicole Nathan LLC, dba Hayward Fitness Fanatics and each of its subsidiaries and their respective members, officers, directors, affiliates, instructors, agents, employees and/or independent contractors (the "Released Parties") from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Released Parties on account of any and all injuries or damages, including but not limited to bodily injury, mental injury, death and/or property damage from any event, mishap, accident, loss, damage or injury suffered resulting from or connected with or caused by the use of the Studio's classes, services and facilities (including, without limitation, any of the bikes, locker rooms, or other equipment). Purchaser further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Released Parties from any and all claims, losses and liabilities arising from, connected to, and/or arising from his or her use of the Studio's classes, services and facilities (including, without limitation, any of the bikes, locker rooms, or other equipment.) Additionally, Purchaser and his or her guests shall hold the Released Parties harmless from any loss, theft, cost, claim, injury, damage or liability incurred as a result of their use of the Studio and associated activities.
8. Prevailing Party. In the event Purchaser commences an action against the Studio or its members,

officers, affiliates, agents or employees and fails to obtain judgment or partial judgment in Purchaser's favor, Purchaser shall be liable to the Studio for all costs and expenses associated with Studio's defense of the action or any claims on which Purchaser did not prevail, including, without limitation, reasonable attorneys' fees and costs.

9. Costs of Collection. Purchaser agrees to pay all costs plus reasonable attorney and collection fees in connection with Studio's (or Studio's designee's) collection of any amounts owed by Purchaser.
10. Loss of Property. Purchaser is urged not to bring valuables onto the Studio premises and to keep valuables with him or her at all times. The Studio shall not be liable for the disappearance, loss or theft of, or damage to, personal property (including money, negotiable securities and jewelry).

Section 4: General Provisions

1. Purchaser and Guests Rules. Purchaser and his or her guests shall abide by the Studio's rules and regulations and any amendments and/or modifications thereto.
2. Lockers/Cubbies are provided solely for the benefit and convenience of the participants. The Studio will remove any articles left in a locker/cubby overnight and placed into a Lost & Found bin. If after several months, the articles are not claimed, they will be donated to the local Salvation Army.
3. Pets and Bicycles. Pets and bicycles are not permitted in the Studio.
4. Dress Code. Proper athletic attire is required. The Studio reserves the right to make the final determination in its sole discretion with regard to appropriate attire. No dirty, outdoor shoes or boots are to be worn into the studio/exercise/dance areas.
5. Independent Contractors. From time to time, the Studio may make the services of independent contractors available to Purchaser and his or her guests. The Studio does not warrant or guarantee the quality of these services.
6. Guest Rules. Guests are permitted in the Studio, but only pursuant to such rules, fees and schedules as then may be in effect. All guests must register at the front desk and sign the Studio's standard release agreement.
7. Special Events. The Studio may from time to time reserve the use of its facilities for special events, competitions and private functions.
8. Change in Operating Hours/Temporary Closing of Studio. As a result of repair, maintenance, special occasions, or act of God, the Studio may be required to restrict the use or temporarily close its facilities or activities from time to time. Hours of operation may be amended from time to time, and certain facilities, services or programs may be added or eliminated from time to time, at the Studio's discretion.
9. Children's Use. All children under 18 years of age must be accompanied by a parent at all times within the Studio unless they are in a supervised activity. Children under age 13 are not permitted in any Studio facility without the express permission of Studio management.

Section 5: Miscellaneous

1. Non-Discrimination. The Studio will not discriminate against any person because of gender, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for, or have taken other action in connection with, entrance in the Studio.
2. Waiver. It is understood and agreed that no failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege hereunder.
3. Enforcement. If any provision of these Terms and Conditions of Purchase is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this contract, which shall remain in full force and effect, and the provisions held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

4. **Governing Law; Jurisdiction.** This agreement shall be governed in all respects by the substantive law of the State of Wisconsin, without regard to its conflict of law principles. Purchaser hereby unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in Madison, Wisconsin for any actions, suits or proceedings arising out of or relating to this agreement.
5. **Entire Agreement.** These Terms and Conditions of Purchase and all rules and regulations of the Studio, as revised from time to time, constitute the entire and exclusive agreement between the parties, and supersede all prior promises, representations, understandings and/or agreements relating to the subject matter hereof. This agreement may be modified only by an instrument in writing and only by the Studio.

Agreement between user and Hayward Fitness Fanatics

The Hayward Fitness Fanatics website <https://www.haywardfitnessfanatics.com/> and the Hayward Dance Experience website <https://haywarddanceexperience.com> (the "Sites"). The Sites are comprised of various web pages operated by Hayward Fitness Fanatics and Hayward Dance Experience are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Sites constitutes your agreement to all such Terms and Hayward Fitness Fanatics' Privacy Policy, found below under the section labeled "Privacy Policy." This agreement sets forth the legally binding terms for your use of the sites. If you do not agree with all of the provision of this agreement, do not access and/or use the Sites.

Your Account

To access certain features of this Site, you may have to create an account. You are responsible for maintaining the confidentiality of your account username and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You are limited to only one account. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Hayward Fitness Fanatics is not responsible for third party access to your account that results from theft or misappropriation of your account. You must notify Hayward Fitness Fanatics immediately of any breach of security or unauthorized use of your account. Hayward Fitness Fanatics and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Any creation of an account by, use of or access to the Site by anyone under 13 is unauthorized, unlicensed and in violation of these Terms. By using the Site you represent and warrant that you are at least 13 years of age and that you agree to abide by all of the Terms. Anyone between the ages of 13 and 18 may use the Site and create an account only with permission of a parent or guardian.

Links to third party sites/Third party services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Hayward Fitness Fanatics/Hayward Dance Experience and Hayward Fitness Fanatics/Hayward Dance Experience is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Hayward Fitness Fanatics/Hayward Dance Experience is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Hayward Fitness Fanatics/Hayward Dance Experience of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the sites, you hereby acknowledge and consent that Hayward Fitness Fanatics/Hayward Dance Experience may share such information and

data with any third party with whom Hayward Fitness Fanatics/Hayward Dance Experience has a contractual relationship to provide the requested product, service or functionality on behalf of said users and customers.

Mobile Services

The Site may include certain services that may be available via your mobile phone, including but not limited to (i) the ability to book and/or purchase services via your mobile phone, (ii) the ability to browse the Site from your mobile phone and (the "Mobile Services"). Your carrier's normal messaging, data and other rates and fees will apply.

Third Party Accounts

You will be able to connect your Hayward Fitness Fanatics account to third party accounts. By connecting your Hayward Fitness Fanatics account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

Indemnification

You agree to indemnify, defend and hold harmless Nicole Nathan LLC, dba Hayward Fitness Fanatics and Hayward Dance Experience, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Hayward Fitness Fanatics and Hayward Dance Experience reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hayward Fitness Fanatics in asserting any available defenses.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE

OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HAYWARD FITNESS FANATICS/HAYWARD DANCE EXPERIENCE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Account Termination / Access Restriction

Hayward Fitness Fanatics reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wisconsin and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hayward Fitness Fanatics as a result of this agreement or use of the Site. Hayward Fitness Fanatics's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Hayward Fitness Fanatics's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Hayward Fitness Fanatics with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Hayward Fitness Fanatics with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Hayward Fitness Fanatics with respect to the Site. 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. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Hayward Fitness Fanatics and Hayward Dance Experience reserves the right, in its sole discretion, to change the Terms under which www.haywardfitnessfanatics.com and/or www.haywarddanceexperience.com is offered. The most current version of the Terms will supersede all previous versions. Hayward Fitness Fanatics and Hayward Dance Experience encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

We welcome your questions or comments regarding the Terms at haywardfitnessfanatics@yahoo.com

LAST REVISED ON: April 10, 2019