

# THE DEN FITNESS TERMS OF SERVICE

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1. **SCOPE OF AGREEMENT**

Please read these Terms of Service ( “Terms”) carefully before using <https://www.thedentraining.com> or other websites (together, “the Site”) operated by The Den Fitness, LLC (“The Den,” “us”, “we”, or “our”), our mobile applications (“Apps”), services provided at our studios, and any other services that we provide that link to these Terms (the Site, Apps, and other services, collectively, the “Services”).

This Terms of Service is an agreement between you and The Den and sets forth the legally binding terms and conditions for your use of the Services. This Terms of Service hereby incorporates by reference our Privacy Policy, available at <https://www.thedentraining.com/privacy-policy/> (the Terms of Service and Privacy Policy, collectively, the “Agreement”).

By, as applicable, accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site, downloading the App(s), or contributing content or other materials to the Site or on or via the App(s), you agree to be bound by the Terms of Service. You are only authorized to use the Services if you agree to abide by all applicable laws and to the Terms of Service. Please read the Terms of Service carefully and save it. If you do not agree with it, you should leave the Site or App and discontinue use of the Services immediately.

## **2. CHANGES TO THIS AGREEMENT**

We reserve the right to modify the Terms at any time, in our sole discretion. If we modify material terms to these Terms, such modification will be effective after we send you notice of the amended agreement, if permitted under the applicable law. Such notice will be in our sole discretion, and the manner of the notification may include, for example, via email, posted notice on the Site or Apps, or other manner. Your failure to cease use of the Services after receiving notification of the modification will constitute your acceptance of the modified terms.

If you do not agree to any of these Terms or any changes to these Terms, please do not use, access or continue to access the Services, or discontinue any use of the Services immediately.

## **3. ACCESSING THE SERVICES AND ACCOUNT SECURITY**

To access the Services, you may be asked to provide certain details or other information. It is a condition of your use of the Services that all the information you provide to us is correct, current and complete. You agree that your failure to provide complete and accurate information may result in the termination of your access to the Services.

By using this site, you represent that you are at least the age of majority in your jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use the Service. By using the Services, you represent that you are over 15 years of age, and, if between the ages of 15 and 18, your parent or guardian has consented to the Terms of Service and your use of the Services.

From time to time, we may restrict access to some or all parts of the Services, including studio classes, the Site, and App(s).

In order to access some Services available on the Site and App(s), you will have to create an account. You may not use another person's account. You agree that you are solely responsible for the activity that occurs on your account. You agree to keep your account password secure and confidential. You agree to notify us immediately of any breach of security or unauthorized use of your account.

#### **4. PROHIBITED USES**

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- For any unlawful purposes, or that could violate any applicable federal, state, local, or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or other persons using the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services for any commercial purpose;
- Use the Services in any manner that could disable, overburden, damage, or impair the Site or mobile app or any other party's use of the Services;
- Use any robot, spider or other automated device, process, or means to access the Service for any purpose;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Use the Services to distribute unsolicited promotional or commercial content, or solicit other persons using the Services for commercial purposes;
- Otherwise attempt to interfere with the proper working of the Service.

## 5. STUDIO POLICIES, RULES, AND REGULATIONS

**CANCELLATIONS:** YOU MUST CANCEL CLASS 12 HOURS IN ADVANCE OR YOU WILL BE DEDUCTED THAT CLASS. This includes switching time slots under the 12-hour notice time period. You may cancel class through our online system or by calling the applicable studio directly.

**RESERVATIONS:** YOU MUST BE PHYSICALLY PRESENT 5 MINUTES PRIOR TO THE START OF YOUR SCHEDULED CLASS OR YOUR SPOT MAY BE GIVEN TO A WAITLISTED CLIENT.

**MEMBERSHIP PACKAGES:** Persons who purchase ANY membership package (such as but not limited to Founding Membership, Strongest Membership, Unlimited membership) are subjected to a penalty charge for either a late cancel or an absence should they not cancel their reservation within the allotted 12-hour window. (\$15 for no show or \$10 for late cancel).

**NON-RECORDING OF LIVE STUDIO/ONLINE CLASSES AGREEMENT:** You acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any *live* The Den classes or activities, whether in person or online, is strictly prohibited without the prior written consent of an authorized corporate officer of The Den. The Den instructors are *not* authorized to provide consent. This includes even a temporary recording/transmission live The Den online class via online platforms such as SnapChat, Zoom, Facebook, or Instagram. You are, however, permitted to record and post lawful, non-offensive content related to your participation in a The Den online or studio class before and/or after a class with the consent of each participant who is identified in your content.

Any violation of this non-recording agreement is grounds for exclusion from participation in any The Den activities. You further agree to indemnify, defend, and hold harmless The Den, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or other actions, and all resulting loss, damage or cost of any kind (including reasonable attorneys' fees), resulting from your violation of this non-recording agreement.

**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.

**MISCELLANEOUS:**

- Always bring cardio equipment to a complete stop before jumping off.
- Find a safe place for all of your belongings and equipment to ensure participants have low risk of fall or injury
- If recovering from injury or illness, or have known sensitivities, notify the instructor prior to class start time.

**REFUND POLICY:** As applicable, classes and membership packages are non-refundable. No exceptions.

We do not offer refunds on purchases for our services, beyond your statutory rights. We strongly plead with you to be modest in your initial membership purchases, and to make

sure you like us, can reach the venue, and like what we do before making extravagant purchases.

Unused merchandise will be accepted for a full refund within 14 days of purchase. After 14 days, a store credit will be issued for up to 30 days. No returns will be provided without a receipt.

For questions or support with online purchases or returns, please contact [info@thedentraining.com](mailto:info@thedentraining.com)

## **6. MOBILE SERVICES**

Some of the Services may be available via your mobile phone, including but not limited to (i) the ability to book and/or purchase The Den via your mobile phone, (ii) the ability to receive and reply to The Den messages, (iii) the ability to browse The Den from your mobile phone and (in) the ability to access certain The Den features through a mobile application you have downloaded and installed on your mobile phone (collectively the "Mobile Services"). We do not charge for the Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services.

## **7. TERMINATION & SURVIVAL**

We may terminate your access to the Services at any time, in our sole discretion, without cause or notice. You may terminate your account or any membership that you have purchased, at any time, for any reason, by following the instructions on the "My

Account” page or by contacting your local studio directly via phone or email. We may terminate your account or membership at any time, without warning, if you breach the Terms of Service. If we terminate your account or membership because you have breached the Terms of Service, you will not be entitled to a refund of any fees or for any unused portion of any membership packages or class packages.

The following provisions will survive termination of this Agreement: (1) Termination; Survival; (2) Assignment; (3) Intellectual Property Rights; (4) Legal Disputes and Arbitration Agreement for Users in the United States; (5) Governing Law; (6) Indemnity; (7) Limitation of Liability.

## **8. THIRD-PARTY SITES**

Our Services may contain links to third-party sites that are not owned or controlled by us. We have no control over, assume no responsibility for, and do not endorse or verify the content, privacy policies, or practices of any third-party sites or services. We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Services by anyone other than us. We strongly advise you to read all third-party terms and conditions and privacy policies.

## **9. ASSIGNMENT**

You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without prior written consent. Any attempted assignment or transfer without complying with the foregoing will be void. When permitted under the applicable law, we may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

## **10. FEES**

You acknowledge that The Den charges fees for its services, and subject to the applicable law, The Den reserves the right to change its fees from time to time in its discretion.

## **11. NON-HARASSMENT POLICY**

The Den disapproves of any unwelcome, inappropriate and/or offensive conduct by its personnel or its members. If you believe you have been subject to unwelcomed, inappropriate, and/or offensive conduct by any The Den personnel, including while participating in any context, we encourage you to clearly and promptly tell the person engaging in the conduct that is unwelcomed and offensive (if you are comfortable doing so). We also ask that you promptly notify a member of The Den Team at [info@thedentraining.com](mailto:info@thedentraining.com).

When making a report or complaint, we strongly recommend that you provide as much specific information as possible in writing, including the following regarding each alleged incident: date, time, place, names of any witnesses, what was said or done, and any other relevant surrounding facts/circumstances.

The Den will strive to appropriately investigate any reported incidents and seek to provide due process for all parties. The Den responsive actions, however, cannot be known in advance since they will vary depending upon the nature of the allegations. The Den strives to maintain confidentiality throughout the investigative process to the extent practicable. However, our duty to investigate and take corrective action as appropriate may require the disclosure of certain information, and therefore confidentiality cannot be guaranteed.

Any disputes or complaints not resolved via this complaint process will be subject to the Arbitration procedures below for users in the United States.

## **12. INTELLECTUAL PROPERTY RIGHTS**



The content on the Site and mobile apps, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to The Den, subject to copyright and other intellectual property rights under the law. Content on the website is provided to you as is for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the website and the Content. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the website or services, provided by you to Company are non-confidential and shall become the sole property of The Den.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. You agree not to circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the website or the Content therein.

The “D” icon and other graphics, logos, wordmarks, and designs are trademarks of The Den in the U.S. The Den trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of The Den.

### **13. FEEDBACK**

You may submit comments, suggestions or ideas about our Services, including ways in which you would improve or change the Services (the “Feedback”). You agree that your Feedback is provided to us on a NON-CONFIDENTIAL BASIS, is voluntary, gratuitous, unsolicited and without restriction, and The Den does not have any fiduciary duty or other duty as a result of receiving your Feedback. You hereby grant The Den the unlimited, perpetual right to use, copy, modify, publish, redistribute, create derivative

works from such Feedback or otherwise disseminate your Feedback for any purpose and in any way without compensation or any obligation to you or any other third parties. The Den does not waive any rights to use similar or related feedback or ideas known to The Den, developed by The Den employees, or obtained from other sources.

#### **14. ENTIRE AGREEMENT & NO WAIVER**

The Terms of Service, together with our Privacy Policy (collectively, the “Agreement”), and any other legal notices published on the Services, shall constitute the entire agreement between you and us concerning the Services, and supersedes all prior terms, agreements, discussions and writings regarding the Services. If any provision of the Terms of Service is found to be unenforceable, then that provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect.

No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under the Terms of Service shall not constitute a waiver of such right or provision.

#### **15. SERVICES INTERRUPTIONS**

Our Services may be suspended temporarily or permanently without notice to you for security purposes, maintenance or repair, system failures, or other similar circumstances (collectively, “Service Interruptions”). You acknowledge and agree that you are not entitled to a refund or rebate related to such Service Interruptions.

#### **16. LEGAL DISPUTES AND ARBITRATION AGREEMENT FOR USERS IN THE UNITED STATES**

**Please Read the Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court**

**Initial Dispute Resolution.** We are available by email at [info@thedentraining.com](mailto:info@thedentraining.com) to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. You and The Den agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

**Agreement to Binding Arbitration.** If you and The Den do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the immediately preceding paragraph, then either party may initiate binding arbitration. All claims arising out of or relating to the Terms of Service (including their formation, performance and breach, including breach of the arbitration agreement), your use of the Services, your and our relationship and/or your use of the Services shall be finally settled by binding arbitration administered by AAA American Arbitration Association (“AAA”) Employment Arbitration Rules and Mediation Procedure (“AAA Rules”) if you are in the United States, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. You and The Den shall select a single neutral arbitrator in accordance with the AAA Rules. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Terms of Service and/or this arbitration agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on you and us and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement this arbitration agreement and all other agreements between you and The Den shall be subject to the Federal Arbitration Act.

The current AAA rules governing the arbitration may be accessed at <https://www.adr.org/Employment>. Updated copies of the rules are available for review from the AAA's website ([www.adr.org](http://www.adr.org)). If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), The Den will pay the additional cost. If The Den is required to pay the additional cost of the filing fees, you should submit a request for payment of fees to AAA along with your form for initiating the arbitration, and The Den will arrange to pay all necessary fees directly to AAA. The Den will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to AAA. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration.

You and The Den understand that, absent this mandatory provision, you and The Den would have the right to sue in court and have a jury trial. You and The Den further understand that the right to discovery may be more limited in arbitration than in court.

**Class Action and Class Arbitration Waiver.** You and The Den each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class, collective, or representative ("Class") action, and you and The Den each expressly waive our respective right to file a Class action or seek relief on a Class basis. If any court or arbitrator determines that the Class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a Class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and you and The Den shall be deemed to have not agreed to arbitrate disputes.

**Exception – Small Claims Court Claims.** Notwithstanding your and The Den agreement to resolve all disputes through arbitration, either you or The Den may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**30 Day Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and Class action waiver provisions set forth above by sending written notice of your decision to opt-out by emailing us at [info@thedentraining.com](mailto:info@thedentraining.com) and providing the following information: (i) your name, (ii) your The Den account email address; (iii) your

mailing address; (iv) a statement of your wish not to resolve disputes with The Den through arbitration. The notice must be sent within thirty (30) days of your agreement to the Terms of Use, otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Section. If you opt-out of these arbitration provisions, The Den also will not be bound by them.

**Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth above do not apply or if you have opted out of arbitration, you and The Den expressly consent agree that any litigation between you and us shall be filed exclusively in state or federal courts located in and governed by the laws of the U.S. State in which the dispute arose (except for small claims court actions which may be brought in the county where you reside) or, if in connection with The Den On Demand, the State in which the class was taught, without giving effect to any principles of conflicts of law. In the event of litigation, you and The Den agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.

## **17. INDEMNIFICATION**

You agree to release, indemnify, and defend The Den Fitness, LLC and any subsidiaries, affiliates, related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each (the "The Den Fitness Entities") from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: (1) your use of the Services; (2) your conduct or interactions with other users of the Services; (3) your breach of this Agreement. We will notify you promptly of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

## 18. LIMITATION OF LIABILITY

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE DEN FITNESS ENTITIES TO YOU.**

- By agreeing to this Agreement, enrolling online, and/or attending classes, events, activities, and other programs of The Den Fitness (“The Den”), whether online or in a The Den facility or using The Den 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 the The Den workout program; (b) you have voluntarily chosen to participate in an intense physical exercise program; (c) you understand that The Den 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 for any responsibility, cost or damages the The Den Fitness Entities, its instructors, members and employees for any injury, harm or loss you may suffer, including death, as a result of participation in any The Den 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 15-18 years of age 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, THE DEN FITNESS 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, The Den Fitness 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, THE DEN FITNESS 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, THE DEN FITNESS 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.

#### **19. COVID-19 PANDEMIC LIMITATION OF LIABILITY**

The Den takes the COVID-19 pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, The Den cannot guarantee that you, your family, or your guests will not become infected with COVID-19. It is possible that attending classes, events and activities at The Den may

place you in close physical contact with other members, attendees and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family members and/or your guests may be exposed to or infected by COVID-19 at The Den studios and that such exposure or infection could result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at The Den may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, The Den employees, members, and attendees.

By agreeing to these Terms, enrolling online, and/or attending classes, events, activities, and other programs of The Den, whether in a The Den facility or using The Den equipment, to the extent allowed by applicable law, you voluntarily agree, on behalf of yourself, your heirs, personal representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks related to COVID-19, and accept sole responsibility for any COVID-19-related injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you or your family members in connection with attendance at The Den or as a result of participation in The Den programs ("Claims"); and (b) covenant not to sue, The Den, its instructors, clients, and employees, from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, based on the actions, omissions, or negligence of The Den, its instructors, members, and employees, whether a COVID-19 infection occurs before, during, or after attending The Den studio facilities or participating in any The Den program.

## **20. SEVERABILITY AND WAIVER**

A failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions.



## **21. NOTIFICATIONS**

We may provide notifications to you as required or permitted by law via email to the primary email address associated with your account, mobile notification, hard copy or posting of such notice on our Services. The Den is not responsible for any automatic filtering that you or your network provider may apply to such notifications.

## **22. INTERPRETATION**

In construing or interpreting the Terms of Service, headings are for convenience only, and not to be considered.

## **23. CONTACTING US**

If you have any questions about the Terms of Service in relation to the Services, the Site, or App(s), please contact us at: [info@thedentraining.com](mailto:info@thedentraining.com).