

HEY GURL HEALTH & FITNESS, LLC RELEASE OF LIABILITY

I, _____ (hereinafter "Participant"), hereby agrees to be bound by the following terms and conditions in consideration of participating in the Retreat/Event offered by Hey GURL Hey Health & Fitness, LLC, (hereinafter "Hey GURL Fitness").

LIABILITY & TRAVEL RELEASE: I represent and warrant that I am in good physical health and do not suffer from any medical conditions which would limit my participation in the Retreat/Event, including, but not limited to any of the yoga classes, Dance Fitness, walks, stretches, workshops and any other activities hosted by Hey GURL Fitness, (referred to collectively as "Programs").

Participant hereby WAIVES AND RELEASES Hey GURL Fitness, its owners, officers, employees, instructors, contractors, representatives and anyone else connected with management or presentation of the Retreat/Event from all known and unknown damages, injuries, losses, judgments, and/or any claim, demand and course of action of any kind whatsoever that may be suffered resulting from or related to participation of the Participant in the Programs offered at the Retreat/Event and its designated locations as registered for. In taking part in the Programs with Hey GURL Fitness, Participant understands and acknowledges that the Participant is fully responsible for any and all risks, injuries or damage, known and unknown, which might occur as a result of participating in the Programs.

On behalf of myself and my next of kin, heirs and representatives, Participant promise not to sue and I hereby release from all liability Hey GURL Fitness and their employees, officers, directors, volunteers and agents (collectively "Hey GURL Fitness & Affiliates") from any and all claims, including claims of negligence, resulting in any physical or psychological injury, illness, damages, or economic or emotional loss I may suffer from my participation in this Program, including travel to, from and during the Program.

I am voluntarily participating in this Program. I am aware of the risks associated with traveling to/from and participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Participant hereby understands and agrees that it is Participant's responsibility to consult with a physician prior regarding my participation and evaluate any limitations before Programs begin. Please participate mindfully and enjoy the many benefits of participating in Hey GURL Fitness Programs.

INSURANCE WAIVER: I agree to hold Hey GURL Fitness & Affiliates harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Program, including travel to, from and during the Retreat/Event. If Hey GURL Fitness & Affiliates incur any of these or other medical expenses on my behalf, I agree to immediately reimburse Hey GURL Fitness at the conclusion of the Retreat/Event. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I understand that it is highly recommended to purchase travel insurance as Hey GURL Fitness cannot control nature of events such as the location of the Program becoming unavailable. Hey GURL Fitness

& Affiliates are not responsible for airfare or travel arrangements made, and I understand that it is my responsibility to research and purchase travel insurance for travel to/from the program.

PRIVACY POLICY & PHOTO RELEASE: Hey GURL Fitness & Affiliates will use Participant name and payment information for the sole purpose of Participant purchase of, and registration in Hey GURL Fitness Retreats and Programs. Hey GURL Fitness will not display, sell, or give the payment information of the Participant to any outside party in perpetuity. Hey GURL Fitness may only disclose Participant name, and social media account, as part of photography and media content, detailed below:

Participant agrees to be photographed, recorded and videotaped by Hey GURL Fitness. I hereby irrevocably authorize Hey GURL Fitness and its affiliates to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use,

- a) Participant name, image, likeness and voice
- b) All photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by Participant (collectively, heretofore referred to as Materials), in any manner, form or format whatsoever now and hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Hey GURL Fitness, its affiliates, or their services, without further consent from or payment to Participant, now or in the future.

Participant hereby grants to Hey GURL Fitness the right to use the Participant's name, image, likeness, and biographical information in connection with the display or reproduction of the Event and Program in promotional or advertising materials.

Participant understands that all of the Materials, films, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the property of Hey GURL Fitness. Participant agrees not to contest the rights or authority granted to Hey GURL Fitness hereunder. Participant hereby interminably indemnifies and holds harmless Hey GURL Fitness, its employees, contractors, officers, instructors, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials.

DEPOSIT, BALANCES & CANCELLATION POLICY: I, herein the Participant, hereby agree to and accept the Payment schedule submitted by Hey GURL Fitness. Participant accepts and agrees that the Deposit is non-refundable under any and all circumstances. The Deposit may be transferred to another person, not to another retreat.

To secure a spot in the Retreat/Event the minimum Deposit of \$200 must be made. Participant agrees to submit a final payment.

Participant is eligible to receive a monetary refund LESS the Deposit, if Participant cancels on or before 11:59 pm on September 1, 2021. If Participant cancels after the aforementioned date, Participant will NOT receive any form of monetary refund under any and all circumstances. The Participant may choose to transfer their registration to someone else. Transfers should be communicated in writing to Victoria Parker at victoria@heygurlfitness.com as soon as possible.

If a refund is requested by the Participant, by 11:59 pm on September 1, 2021, Hey GURL Fitness reserves the right to 14 business days to evaluate the refund request and, if accepted, take all necessary steps to refund the amount, as stated above, to the Participant.

Participant is responsible for booking and payment of hotel accommodations and all taxes and fees associated with the Participant's hotel stay, including any damage to Hotel property. The submission of application and payment to Hey GURL Fitness is binding. Participant is personally responsible for all mandatory payments.

COPYRIGHT & REPRODUCTION: Participant hereby agrees and understands that the materials obtained during the Event/Retreat must not be reproduce and Participant will not knowingly permit any third party to reproduce the any such materials or any part of the presentations and that Participant will take all reasonable measures to prevent unauthorized copies of the materials from being made.

AGREEMENT: In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it. I also understand that I sign this document as my own free act and deed; and that no oral representations, statements, or inducements, apart from this agreement itself, have been made. I understand that Hey GURL Fitness does not require me to participate in any activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of sickness or injury.

I further agree that this Release shall be construed in accordance with the laws of the State of Nevada, regardless of where any injury or damage occurs. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through mediation. In the event the matter cannot be successfully resolved in this manner, Hey GURL Fitness is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

I agree that my signature denotes my affirmation that I will abide by all terms of this agreement.

Signature

Date

Printed Name

HEY GURL HEALTH & FITNESS, LLC

CODE OF CONDUCT:

I, herein the Participant, understand and agree that I will not:

- a) Harass, harm, threaten, discriminate, libel, defame, or otherwise shame and/or injure Hey GURL Fitness, its owners, officers, employees, instructors, contractors, assigns, affiliates, agents, successors, and all other Participants within the Retreat/Event. If such occurs, one may be asked to leave with no refund.
- b) Infringe copyrights, trademarks, service marks, or any other intellectual property rights associated with Hey GURL Fitness.
- c) Falsely misrepresent Participant association with and involvement in the Retreat/Event.
- d) Falsely misrepresent the Retreat/Event in any form such as, but not limited to, all written or spoken word by Participant, photos, videos, and images taken by Participant, distributed toward another Participant or persons not participating in the Retreat/Event.
- e) Reproduce, alter, distribute, display, publish, re-sell, share via photo, video or otherwise, all exclusive content distributed to Participant in the Retreat/Event.
- f) Violate any Program guidelines, rules, and agreements within the Retreat/Event.
- g) Will not dishonor those present and agree to not share with those outside of the Retreat/Event what is shared with each other and agree to be respectful of the other participants and staff/employees/contractors/owners Hey GURL Fitness' beliefs and perspectives.

Participant understands and agrees that Hey GURL Fitness and its affiliates have the right to immediately expel, without refund or transfer of any kind, a Participant who breaks, or is suspicious of breaking, any section or amount of this Code of Conduct.

Signature

Date

Printed Name

**HEY GURL HEALTH & FITNESS, LLC
COVID-19 RELEASE AND WAIVER**

PLEASE READ THIS DOCUMENT CAREFULLY

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. Hey GURL Fitness and its Retreat/Event Affiliates have put in place protective measures to reduce the spread of COVID-19; however, the Hey GURL Fitness cannot guarantee that you will not become infected with COVID-19. Further, attending activities in group settings can increase your risk of contracting COVID-19.

To prevent the spread of COVID-19 and reduce the potential risk of exposure to all people, Hey GURL Fitness will conduct a simple screening questionnaire. Your participation is important to help us take precautionary measures to protect you and all others.

- YES / NO Does you have a new cough that you cannot attribute to another health condition?
- YES / NO Does you have new shortness of breath that you cannot attribute to another health condition?
- YES / NO Have you had close contact with someone, or been diagnosed, with COVID-19 within the last 30 days?
- YES / NO Have you experienced any of the symptoms below in the last 14 days:
Fever of 100.4 degrees or higher, Chills, Cough, Sore Throat, Respiratory Illness, Difficulty Breathing, or Loss of Taste or Smell?

Participants must comply with the following:

- ✓ Wear a face covering, face shield, and/or mask.
- ✓ Practice physical “social” distancing by staying at least six feet apart from others.
- ✓ Wash your hands or use sanitizer frequently and do not touch your face.
- ✓ Avoid shaking hands, or touching others.
- ✓ Agree to be temperature-checked if necessary.

IT IS YOUR RESPONSIBILITY AS AN INDIVIDUAL TMONITOR YOURSELF PRIOR TO ATTENDING THE PROGRAM FOR SYMPTOMS OF COVID-19 EACH DAY. PROGRAM STAFF WILL MONITOR THE PROGRAM PARTICIPANTS FOR SYMPTOMS.

By signing this form, I, on behalf of myself and my family, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and my family may be exposed to, or infected by COVID-19 by attending the Program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. We understand that the risk of becoming exposed to or infected by COVID-19 at the Program may result from the actions, omissions, or negligence of ourselves and others, including, but not limited to, Hey GURL Fitness, its owners, officers, employees, instructors, contractors, representatives and anyone else connected with the Retreat/Event. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my family including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any

kind (collectively, "Claims"), that I or my family may experience or incur in connection with my attendance at the Program.

I have read and fully understand and acknowledge the contents of this Release and Waiver of Claims and on my behalf and on behalf of members of my family, agree that we will advance no claim and we are voluntarily waiving, releasing, indemnifying, and discharging Hey GURL Fitness from any and all liability, damages, and each and every action (collectively, "Claims") by participation in and/or associated with the Program including, but not limited to, exposure or transmission of the COVID-19 virus and other communicable diseases. I understand and agree that this Release and Waiver of Claims includes any Claims based on the actions, omissions, or negligence of Hey GURL Fitness, whether a COVID-19 infection occurs before, during, or after participation in any Program activity.

THE UNDERSIGNED HAS READ THIS AGREEMENT AND UNDERSTANDS THAT BY SIGNING BELOW, SURRENDERS CERTAIN RIGHTS AND DOES DO SO FREELY AND VOLUNTARILY.

Signature

Date

Printed Name