



Terms & Conditions

This agreement affects your legal rights. Please read carefully.

The Terms and Conditions are subject to change at any time, without prior written notice. All participants who take part in the New Mercies Christian Church (Thrive Health & Wellness Challenge) are subject to New Mercies Christian Church Terms and Conditions as expressed below. These Terms and Conditions are meant to ensure that all Participants are entering into this Health & Wellness Challenge and using our Facility and Services with due regard to their rights and the rights of other users, and in conformity with New Mercies Christian Church standard and current procedures, rules, regulations and requirements.

Health And Safety

I attest that I am healthy enough to participate safely in the New Mercies Christian Church Thrive Health & Wellness Challenge, and, the use of Facility and Services. I have had the opportunity to discuss with my healthcare provider prior to entering this Initiative or use of Facility and Services, which New Mercies Christian Church strongly recommends. I understand that if my physical condition changes at any point from the start of the challenge to the end of the challenge or our Facility and Services, I would consult my healthcare provider before continuing to participate.

I acknowledge that medical advice will not be provided by any persons associated with the Thrive Health & Wellness Challenge, such advice, whether related to your physical condition and ability to use the Facility and Services or otherwise. In the event of a medical emergency, I give consent to emergency care by New Mercies Christian Church including medical transport. I agree to remove myself if I observe any hazardous, unsafe, dangerous, or defective conditions. I acknowledge that I am responsible for my own conduct, health and safety and that New Mercies Christian Church is not responsible for any medical expenses incurred in connection with entering Thrive Health & Wellness Challenge or use of New Mercies Christian Church Facility and Services.

Assumption Of Risk

I understand that there are dangers and risks of injury in the use of New Mercies Christian Church Facility and Services.

A. Use of Facility and Services. I understand that the use of New Mercies Christian Church facility, equipment's and services can include but not limited to (1) locker/restroom area, lobby, hallway,



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sidewalks, parking lot and any other equipments; (2) stationary bicycles and other exercise equipments (3) indoor cycling classes, group fitness classes, and nutritional programs (4) Lilburn Fitness Center

B. Risks. I understand that there are dangers and risks of injury in the use of New Mercies Christian Church, The Fitness Center of Lilburn and Services which may include but not limited to slips, trips, collisions, falls, loss of footage, equipment failure or malfunction, accidents or incidents that may result in injury. Other risks include property theft, loss, or damage, including from lockers and vehicles.

C. Injuries. I understand that such injuries may include but not limited to major or minor personal, physical, emotional, economical, or other types of injuries including but not limited to (1) death, (2) paralysis, brain damage, heart attacks, strokes, disfigurement, overheating or heat stroke, dehydration, concussion, hearing loss, torn or damaged ligaments, broken or fractured bones, allergic reactions, burns, sprains, ecchymosis or abrasions (3) aggravation of pre-existing or chronic medical conditions (4) pain and suffering (5) emotional distress, embarrassment, humiliation, or shock (6) lost wages or lost earnings capacity (7) lost, stolen or damaged property (8) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the use of New Mercies Christian Church and The Fitness Center of Lilburn Facility and Services may be caused, in whole or in part by the inadvertent negligence of New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn. I voluntarily and willingly assume the risks of injury.

Waiver Of Liability

I hereby voluntarily and forever release and discharge New Mercies Christian Church, Affiliates and, The Fitness Center of Lilburn and agree not to sue New Mercies Christian Church, Affiliates, and The Fitness Center of Lilburn and waive any claims, demands, actions, causes or action, debts, damages, loses, costs, fees, expenses or any other alleged liabilities or obligations for any injuries in the use of New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn Facility and Services which arise



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out of, result from, or are caused by any ordinary negligence of New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn.

A. Negligence claims. I understand that Negligence claims include but not limited to (1). Negligent design, construction (including renovation or alteration), repair, maintenance, operation or supervision (2) Negligent to warn of or remove a hazardous, unsafe, dangerous or defective condition (3) Negligent failure to provide or keep premises in a reasonable safe condition (4) Negligent provision of or failure to provide emergency care (5) Negligent provision of services (6) other negligent act or omission(s).

B. Costs and expenses. I agree that if I file a negligence claim against New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn and/or breach my agreement not to sue New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn to defend the negligence claim and all other claims based on the same facts as the negligence claim(s).

C. Defense and indemnification. I agree to defend, indemnify, and hold New Mercies Christian Church, Affiliates and Lilburn Fitness harmless to the fullest extent permitted by law from and against any claim, including any negligence claim, asserted against New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn. My agreement to defend New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn means that I will pay all of fees and costs incurred to defend the claim from the date the claim is asserted. My agreement to indemnify and hold New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn harmless means that I will pay any settlement, judgment, or other damages, fees or costs incurred by New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn to resolve a claim.

Termination Or Suspension Of Service By Dynamic Cycle Studio

I understand that New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn retains complete control over matters affecting its customers including but not limited to schedule of classes



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or services, prices, equipment, workshops, events, or seminars, all of which are subject to change at any time without notice. New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn reserves the right to terminate or suspend its participants' account at any time for failure to comply with Terms and Condition set forth, or for conducts determined to be improper or contrary to the best interests of New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn. Once termination or suspension is in effect, I understand that I may not be entitled to a refund.

Image And Likeness Release

I understand that New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn may take photographs, audio or video recordings that may contain the name, image, voice, or likeness of me during the use of New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn Facility and Services. I hereby consent to and grant New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn the unlimited right to use, copy, modify, add, delete, distribute, publish, publicly display, or repurpose any and such images or likeness in any media or form of communication without obtaining additional consent, without restriction or notification, and without compensating me in any way. I waive the right to approve, inspect or edit such images and likeness used by New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn.

Electronic Communications

I consent to receive electronic messages from New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn at the email address I provided, including messages whose primary purpose is to promote or advertise services or products, and messages whose primary purpose is related to my account including transactions, purchases, or cancellations. I understand I have the option to opt out of all future marketing and promotional emails and newsletters.

Disclosure Of Personal Information

New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn maintains all personal information voluntarily submitted such as names, postal addresses, email addresses, credit card information, for its original intent. Personal information will not be shared with a third party without the



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expressed consent of the customer. All voluntarily submitted information will be maintained in a secured database. If the submitted personal information is required to be disclosed by law or legal process necessary for the public interest, New Mercies Christian Church, Affiliates and The Fitness Center of Lilburn shall reserve the right to determine what cases warrant public interest.

Severability

I agree that this Terms and Condition is intended to be as broad and inclusive as warranted under the laws of the State of Georgia. If a court declares that any part of this document invalid or void, that part alone shall be severed from this Terms and Condition. Any partially enforceable provision shall be fully binding and enforceable to the maximum extent permitted by applicable law. I expressly waive any right to a trial by a jury and further agree that any dispute is to be resolved by state and federal courts located in Gwinnett County, Georgia.

I have read, understood, and agree to all terms and conditions under which I am relinquishing legal rights. I agree that this agreement cannot be modified orally.

First Name: *(Please Print)* _____ Last Name: *(Please Print)* _____

Signature: _____ Date: _____

General Policy

No one under 18 years of age is allowed to participate in scheduled classes without consent of parent or legal guardian.