

## CENTER POINT WELLNESS TERMS & CONDITIONS AND LIMITED LIABILITY WAIVER

(Updated as of March 1, 2023)

By signing below and/or by interacting with Center Point Wellness, LLC ("CPW") as a business in general, with all employees and associates, whether by entering the CPW Facility ("Facility"), booking a visit, making a purchase, or other such voluntary actions, you agree to these full terms and conditions and limited liability waiver as set forth below:

**Terms and Conditions.** You have read and you agree to the full Terms and Conditions of CPW within this agreement (physical copies of documents are available in the office or may be requested by mail and digital versions are available online at [www.CenterPointHackettstown.com/termsandconditions](http://www.CenterPointHackettstown.com/termsandconditions)).

**Health, Physical Activity & Participation.** You represent you are physically fit to engage in the activities in which you agree to participate in at the Facility. As is the case with any activity, the risk of injury, serious or disabling, is always present and cannot be entirely eliminated. If you experience any pain or discomfort, you will discontinue the activity, and ask for support from the staff. You agree that each activity at CPW is not meant to substitute medical attention, examination, diagnosis or treatment, and is not recommended and is not safe under certain medical conditions. You affirm that a licensed physician has verified your good health and physical condition to participate. In addition, you will make the staff aware of any medical conditions or physical limitations beforehand. If you are pregnant, become pregnant or are post-natal or post-surgical, now or in the future, your signature below verifies you have obtained your physician's approval to participate. You also affirm that you alone are responsible to decide whether to engage in any classes, activities, appointments, holistic experiences and events at the Facility. Participation is at your own risk. You hereby agree to irrevocably release and waive any claims that you have now or may have hereafter against CPW, its instructors, staff and associates.

**Facility.** You agree that you are using the Facility at your own discretion and hold CPW harmless. You agree that you are liable for any damages that you or those you are responsible for may cause to the Facility or premises. In general, if anything malfunctions or breaks, please report it to the staff immediately.

**Studio Etiquette.** The yoga studio opens no more than 15 minutes in advance to a scheduled class or event time. Please avoid arriving earlier since we have a limited waiting area. Please enter and exit quietly and avoid arriving excessively late or leaving early to minimize disruptions to other students. If you use our provided mats, please clean with the provided yoga mat wipes after class and return props to the proper places.

**Cancellation/No Show Policy.** CPW is committed to providing all of our patrons with exceptional care. Canceling without giving enough notice prevents another patient from being seen or student from having space in class. For appointments, we require cancellation at least 12 hours in advance of your scheduled appointment time. If prior notification is not given, you will be charged the full cost of the appointment. For yoga classes, please cancel at least 1 hour in advance otherwise your drop-in fee or class pass will be deducted from your account. Please either cancel online through your Center Point Wellness/Mind Body account/app or call us at (908) 850-1500 to notify us of any changes or cancellations. Please contact staff with any emergencies or concerns.

**Credit Card on File.** In order to hold your appointment, we require a credit card be put on your account. You will not be charged at the time of booking unless you choose to pay in advance. In the event of a late cancellation or no-show, we reserve the right to charge the full cost of your missed appointment to that credit card as per our Cancellation/No Show Policy.

**Retail Purchases.** Due to the nature of the products we sell, all retail purchase sales are final. If you purchase a defective product, we will provide an even exchange.

**Waiver and Release.** You assume all risk of personal injury, death, property loss, or other damages that may relate to attending or using the Facility or participating in any CPW programs, appointments, classes, events or other such activities. By assuming those risks you waive, and release, all claims you may have or assert against CPW, its staff, contractors, affiliates, associates and representatives for any such personal injuries, death, property loss, or other damages connected to or arising out of any of the aforesaid risks. You release CPW from all claims, damages, demands, rights of action, cause of action, and liabilities, present or future known or unknown, anticipated or unanticipated, resulting from or arising out of your use of our Facility or for your participation including, without limitations, those arising from our negligence or that of any other person inside the Facility or on CPW premises, or any associate of CPW. You also release CPW from all liability relating to loss, theft, or damage to personal property – including, without limitation, automobiles and personal belongings.

### CONSENT & SIGNATURE:

I have read, fully understand, and agree to all liability waivers, as well as terms and conditions, presented by Center Point Wellness, LLC. I intend for this consent form to cover all current and future activities at CPW. My acceptance, whether written or in electronic form, represents my signature and consent. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law.