*July 28, 2021*

**Terms of Service**

You, the undersigned, desire to engage in fitness activities at Luna Fitness studio (the “Studio”) located at 706 Deer Cross Court West, Madisonville, LA 70447 (the “Premises”).

***Important Acknowledgments***

***about Physical Activity***

***Because physical exercise is strenuous and could result in serious injury, you acknowledge and understand that both Studio owner Luna Fitness, LLC (“Studio Owner” or “Luna”) and TRISON CLASSICS, LLC (“Premises Owner”) strongly recommend that you obtain a physical examination from a qualified physician before engaging in any exercise activity or using any exercise equipment at the Studio.***

***Your Representations***

***You represent to Luna and Premises Owner that you: (i) are physically fit and otherwise capable of performing each physical activity in which you choose to participate at the Studio; (ii) will immediately communicate to an authorized Luna representative any injury or concern that may conflict with your participation in any activity at the Studio; (iii) are voluntarily engaging in physical activities at the Studio; and (iv) agree and understand that you are accessing the Studio, using Studio equipment, and participating in exercise activities at the Studio at your own risk.***

1. About these Terms. These Terms of Service (these “Terms” or these “Luna Terms”) govern your access to and membership with the Studio (“Studio Membership”), your participation in fitness activities at the Studio, and your receipt of other Studio services (the “Studio Services” or the “Services”).

(a) It is important that you review these Terms carefully, because they document your legal rights and obligations in connection with your Studio Membership, and when you access/use the Studio Services, you are agreeing to comply with these Terms.

(b) *BY ACCESSING AND/OR USING THE STUDIO SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS THE STUDIO OR USE THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.*

(c) Luna may change or update these Terms at any time (“Modified Terms”). Modified Terms will be published on Luna’s website (www.lunafitness.net) and/or via other electronic communication to Luna Members. Modified Terms are effective when published on Luna’s website. Each time you access the Studio, you reaffirm your acceptance of these Terms and any Modified Terms. It is your responsibility to read any Modified Terms. If you do not agree with the Modified Terms, your only remedy is not to access the Services and immediately notify Luna in writing that you wish to terminate your membership. Luna may modify these Terms at any time, in its sole discretion, and without notice, so you should check these Terms for changes from time to time. Your access and use of the Services after any changes means that you accept and agree to the changed Terms. If you do not agree with any one or more changes, you are not authorized to access or use the Services. If you do not agree to any one or more changes, do not access the Studio or use the Services.

(d) If you are entering this Agreement on behalf of any other person, business, or entity, you represent that you have the full right and authority to bind that entity.

(e) By agreeing to these Terms, you also agree to our Privacy Policy. Our Privacy Policy describes how we collect and use information we gather via the Services.

Accordingly, in consideration of your receipt of the Studio Services, you expressly acknowledge, understand, and agree as follows:

1. Hold Harmless Agreement. You, for yourself and anyone entitled to act on your behalf, hold Studio Owner Luna Fitness, LLC, and Premises Owner Trison Classic, LLC, their owners, affiliates, managers, directors, officers, agents, employees, representatives, successors and assigns, together with such parties’ respective owners, affiliates, managers, directors, officers, agents, employees, representatives, successors and assigns (collectively, the “Releasees”), harmless from and against any and all Liabilities which you incur or may incur in or about the Studio or the Premises, and hereby waive and release the Releasees from any and all Liabilities, known or unknown, that you have or may have, arising from your activities in or about the Studio or the Premises, including, claims for personal injury, loss of life, or property damage. To the extent that statute or case law does not prohibit releases for negligence, this waiver and release includes negligence on the part of the Studio and the Premises Owner, and their respective agents and employees.

(a) For purposes of these Terms, “Liabilities” means claims, action, litigation, or other cause of action, losses, liabilities, obligations, damages, penalties, judgments, suits, costs, expenses, or disbursements of any kind including, without limitation, reasonable attorneys' fees and expenses.

(b) The foregoing waiver and release includes, by way of example, but not limitation, all injuries you may incur as a result of any activity in or about the Studio or the Premises, including, without limitation: 1) use of any equipment or other amenity or participation in any activity, class, program, personal training or instruction; 2) the sudden and unforeseen malfunctioning of any equipment; 3) instruction, training, or supervision; 4) slipping and/or falling while in the Studio, the building, or in or about the Premises, including hallways, rest rooms, common areas, adjacent sidewalks, and parking areas; 5) contact with other participants; and 6) the effects of inclement weather, including high heat and/or humidity; and all other such risks.

1. Membership Terms. You may freeze your Studio Membership for a minimum of one (1) month and a maximum of three (3) months per year for medical reasons (including childbirth) with sufficient documentation.

(a) You may cancel your Studio Membership upon thirty days written notice to Studio Owner in person or via email on or before the last day of members’ personal join day for the following month.

(b) If you cancel your Studio Membership and wish to rejoin within thirty (30) days, you agree to pay a “Reinstatement Fee” of One Hundred ($100.00) dollars prior to resuming your Studio Membership.

(c) The Studio Owner has the right to cancel any Studio Membership at any time, for any reason, in its sole discretion.

1. Image Release: You authorize and hereby grant Studio Owner a limited license to use your name, likeness, voice, image, and appearance, in photos, video, or other media, for the limited purpose of its sales, marketing, advertising, and other promotional activities (including on the [www.lunafitness.net](http://www.lunafitness.net) website).

1. General Provisions. These Terms constitute the entire agreement between Luna and you regarding your Studio Membership and supersede any and all previous representations, understandings, or agreements as to the subject matter hereof. This Agreement binds and benefits you and Luna and your and Luna’s respective permitted successors and assigns. This Agreement does not and is not intended to confer any right or remedies upon any person or entity other than you and Luna. Luna may amend, modify, supplement, or change these Terms at any time. These Terms may not be amended orally. Luna may waive its right to insist upon your strict compliance with any obligation, covenant, agreement, or condition in these Terms, however, any such waiver or failure to insist upon strict compliance is not a waiver of, or estoppel with respect to, any subsequent or other failure. If any provision of these Terms (including any waiver or release of claims or any part thereof herein) is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions therein shall not be affected or impaired in any way. These Terms are governed by the laws of the State of Louisiana, and are the final agreement, and complete and exclusive expression of your agreement with Luna with respect to your Studio Membership. All prior and contemporaneous negotiations and agreements between you and Luna are expressly merged into and superseded by these Terms. The provisions of these Terms may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In agreeing to these Terms, you confirm that you have not relied upon any statement, representation, warranty, or agreement by Luna other than those contained in these Terms. There are no conditions precedent to the effectiveness of these Terms other than those expressly stated herein.
2. By checking this box, you acknowledge that you understand and agree to the foregoing Terms of Service.

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