



TERMS & CONDITIONS

This policy governs your use of the Battle Republic website and app (the "Website" and the "App"). The Website and App are designed to allow users to make class/series purchases, register for classes, book spots, buy merchandise, and communicate with Battle Republic, LLC ("Battle").

GENERAL STATEMENT ON PRIVACY, PERSONAL DATA, AND COMMUNICATIONS

If you use the Website or App, you are responsible for maintaining the confidentiality of your account, password, and for restricting access to your computer or device. You agree to accept responsibility for all activities that occur under your account and password.

When you visit the Website or App, or communicate with Battle via email, you are communicating electronically. You consent to receive communications from Battle electronically. Battle may communicate with you by email or by posting notifications on the Website and App. You understand and agree that all agreements, notices, disclosures, and other communications that Battle provides electronically shall satisfy any legal requirement that such communications be in writing.

USER PROVIDED INFORMATION

Battle does not collect any personal information about individuals -- such as names and postal codes, home addresses, and email addresses -- except when such information is knowingly provided to Battle. Personal information might be obtained from online transactions such as class/series purchases, retail purchases, and/or class registrations. Additionally, personal information may be transmitted as part of a form submission or in connection with other activities or services made available on the Website and App. Any personal identification information retrieved by Battle must be voluntarily submitted by the user.

Battle may use the information provided to contact you with important information, required notices, and marketing promotions.

PRIVACY OF MINORS

If you are under the age of 18, you may register and use the Website and App only with the involvement of a parent or guardian. Battle does not accept the online registration of minors. Please do not attempt to register on the Website or App if you are under the age of 18.

A parent or guardian must sign waiver on behalf of a minor before the minor shall be permitted to participate in a class. A minor must be at least 13 years of age to participate in a class.

If Battle discovers that personal information has been submitted by a minor without a signed participant/registration waiver, Battle reserves the right to delete such information. Battle does not seek or share personal information from minors throughout the Website or App.

RESERVATIONS/CHARGES/CLASSES AND GIFT CARDS

In order to make a reservation, you must first buy a class or a series of classes. To buy an individual class or series of classes on the website or the app, you can either sign up here by using your email and creating a password, or if you are already registered, click login to buy a series and make your reservation.

You should be aware that classes are subject to change. We accept MasterCard, Visa, and American Express. Your credit/debit card will be charged for your order when you submit your reservation. Battle will not process reservation charges that use an incorrect, expired, or over-the-limit credit card. We will make our best efforts to contact you if this occurs. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Battle may incur in its efforts to collect any unpaid balances from you.

Classes do expire. The expiration dates are posted in the description of the class or package on the website and app. Future class prices are subject to change, but Battle will honor your class until the expiration date, regardless of whether there is a price increase in the interim. Your credit/debit card will be charged for your order when you buy your class, not when you book your class.

All introductory offers, promotions and discount codes are for one time use only per individual, unless expressly indicated to the contrary. Battle reserves the right to charge the full price in the event you use an introductory offer, promotion or discount code on a duplicate basis to purchase a class. Should Battle charge you the full price, your rights to then cancel such class or series and/or to receive a refund shall continue to apply in accordance with our standard cancellation and refund terms. Battle also reserves the right in its discretion to immediately cancel all accounts linked to you in such circumstances.

REQUIRED EQUIPMENT

Your safety and physical well-being is of primary importance to Battle. In order to participate in a class, it is mandatory for all participants to use gloves, wraps and athletic footwear. Battle reserves the right to refuse entry into a class if you choose not to wear such equipment. You will not be refunded for your class in such circumstances.

RIGHT TO CANCEL

You may cancel your contract in any of the following circumstances. If you become disabled and, as a result, cannot physically participate in a class you have purchased, and your condition is verified by a doctor, Battle will refund you the purchase price of your unused class or classes.

If Battle stops offering classes, you may cancel your purchase.

In addition to your rights of cancellation and refund if you wish to simply cancel a spot booked in a class you may do so up until 2 hours before the class starts. You can cancel a reserved spot in the following ways:

1. Log into your account and, next to the class you wish to cancel, press "unreserve."
2. Call the studio where you have booked to cancel the class. A member of the Battle team will then cancel the class on your behalf.

Please note, in fairness to all our clients, AVAILABLE SPOTS WILL BE RELEASED 5 MINUTES AFTER A CLASS BEGINS to the Battle waitlist.

FOR CLIENTS RUNNING LATE: There will be no entry into the studio five minutes after class has started.

FOR CLIENTS LEAVING EARLY: If you're planning on leaving early, we kindly request that you exit out of the back of the room.

FOR CLIENTS BOOKED FROM THE WAITLIST: 2 hours prior to class, you may be booked from the waitlist by our system, as clients cancel. If you are booked from the waitlist, you are responsible for this reservation and standard cancellation policies apply.

RETAIL RETURNS

Unwashed, unworn, and ticketed items can be returned within 30 days of purchase for an exchange or Battle store credit only. Receipt or proof of purchase must accompany the return in order to process. All sale items and all accessories, including but not limited to gloves, wraps, and water bottles, are final sale unless otherwise stated.

PRIVATE TRAINING

Private Training sessions are only refundable if cancelled by calling the applicable studio no later than 2 hours prior to your session. If you cancel within those 2 hours, you will only be charged a \$10 cancellation fee. If you no show you will be charged the full amount.

PRIVATE EVENTS & BAG BLOCKS

Event & bag block fees are due and payable at the time of booking and are non-refundable. All attendees must agree to these Terms and Conditions prior to attending the event. Any third-party vendor that Battle may permit you to bring into a Battle studio as part of a private event must include Battle as an additional insured to such party's general liability insurance as a condition to the grant of such permission.

WAIVER AND RELEASE

In consideration of being allowed to participate in the physical training class(es), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby understand and agree to the terms of this Waiver and Release of Liability Agreement (this

“Agreement”), as set forth below:

1. Express Assumption of Risk: I am aware that there are significant risks involved in any physical training regimen. These risks include, but are not limited to: (i) falls that can result in serious injury or death; (ii) injury or death due to negligence on the part of myself, my training partner, and/or other people around me; or (iii) injury or death due to improper use or failure of equipment. Injury may also result simply from the fact of physical training itself, by its very nature, seeks to have me push myself beyond my limits in order to produce physical adaptation of my body. This requires feedback from me to my trainer and coaches regarding what is happening with my body. Excessive work can result (in rare cases) in what is known as “exertional rhabdomyolysis”. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following particularly intense training. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer/coach. I acknowledge and agree that it is my responsibility to determine whether or not I am sufficiently fit and healthy enough to participate in such activities, and I expressly acknowledge that participation in the physical training class(es) is voluntary. I fully understand and acknowledge that any of the above mentioned risks may result in serious injury or death to myself and or my partner(s). I assume and accept full responsibility for the risks that I am exposing myself to and for any injury or death that may result from my participation in any activity while training at Battle Republic.

2. Release of Liability: Knowing the dangers, hazards and risks of training, and in consideration of being allowed to participate, I, for myself and my spouse, legal partner, children, parents, guardians, heirs, assigns, personal representatives, and estate, do hereby completely and fully release, remise, acquit, and discharge forever BATTLE REPUBLIC ONE, LLC, an Alabama limited liability company (“Battle Republic”), its affiliates, members, directors, partners, agents, volunteers, employees, and any and all other persons and entities acting in any capacity on their behalf (collectively, the “Battle Parties”), from any and all claims, demands, actions, causes of action, rights to action, suits, damages, expenses (including, without limitation, attorney’s fees and costs), compensation and liability of every kind, character and description, either direct or consequential, at law or in equity, which any party hereto may now have or may have had at any time heretofore, or may have at any time hereafter, or arising from, resulting from, or in any manner growing out of or incidental to any and all matters related to my participation and membership in Battle Republic, including those allegedly attributed to any negligent acts or omissions of the Battle Parties. This Agreement shall be binding upon me, my spouse, legal partner, children, parents, guardians, heirs, assigns, personal representatives, and estate.

3. Indemnification: I hereby agree to indemnify, hold harmless, and defend the Battle Parties from and against any and all losses, liabilities, claims, obligations, actions, judgments, costs, damages, and expenses, including, but not limited to, any and all attorneys' fees, brought against or incurred by the Battle Parties as a result, whether in whole or in part, of my conduct and/or participation in the activities offered by Battle Republic. I further expressly agree to indemnify and hold harmless the Battle Parties from any further claims, demands or actions that may subsequently be brought by any other persons on the account of damages of any character resulting to me in any way from the activities offered by Battle Republic.

4. Miscellaneous: I hereby warrant that I have read this Agreement in its entirety and fully understand its contents. I am aware that this Agreement releases the Battle Parties from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury. I have signed this document voluntarily and of my own free will. I agree that this Agreement shall be interpreted as broadly and inclusively as permitted by the laws of the State of Alabama. If any portion is held invalid, I agree that the remainder shall continue in full force and effect. I have had a reasonable and sufficient opportunity to read and to understand this entire document and to consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all the terms and conditions set forth herein. I am not relying on any representations, statements, or inducements, apart from the foregoing.

TO BE COMPLETED IF PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE):

I, _____, represent that I am the parent or legal guardian of the above- named participant, and hereby consent to their participation in the physical training class(es) at Battle Republic. In

consideration therefore, I agree to be bound by the terms and conditions of this Agreement. I specifically agree to indemnify, hold harmless, and defend the Battle Parties from and against any loss, liability, damages, actions, claims, expenses, costs and attorney's fees, including any brought by, on behalf of, caused by the above-named participant.

If I am signing on behalf of a minor, I give full permission for any person connected with Battle Republic to administer first aid deemed necessary, and in case of serious illness or injury, give permission to call for medical and or surgical care for the minor and to transport the minor to a medical facility deemed reasonably necessary for the well- being of the minor.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

In no event will Battle be liable for any direct, indirect, special, or other consequential damages resulting from your use of the Website or App, or on any other linked/third-party website and/or app, including without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling systems or otherwise, including any claims waived by you previously in this agreement even if Battle expressly advised of the possibility of such damage.

All information is provided by Battle on an "as is" basis only. Battle provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

POLICY CHANGES

Occasional changes may be made to this document as new services and content are added to the Website and App to reflect changes in Battle's policies. The Terms and Conditions may be revised at any time by updating this posting. By using the Website or App, you agree to be bound by any such revisions. Users of the Website and App are encouraged to check this document periodically to stay informed of current privacy guidelines.

ACCEPTANCE OF TERMS

By using the Website or App, you signify your acceptance of the Terms and Conditions. If you do not agree to this, please refrain from using the Website and App. Your continued use of the Website and App following the posting of changes to these terms will indicate your acceptance of those changes.