

ShapeLog® Liability Waiver

Updated: September 1, 2020

The following agreement (“Liability Waiver”) documents the release of liability for use of ShapeLog Products and Services.

ShapeLog Products and Services (“Products and Services”) may refer to, but not limited to, ShapeLog owned, operated, or affiliated websites, application programming interfaces (“API”), software development kits (“SDK”), mobile applications (“App”), or physical locations, including office space, product testing facilities and product deployment sites.

This Release of Liability (“Release”) governs your use of the Products and Services as well as any exercise machinery (“ShapeLog Equipment”), regardless of time or location, that has been equipped, or alternatively not equipped, with ShapeLog devices (“ShapeLog Devices”) provided by ShapeLog, Inc. (“ShapeLog”).

IN CONSIDERATION OF ALLOWING THE USE OF AND BY ACCESSING OR USING SHAPELOG PRODUCTS AND SERVICES, FACILITIES, OR SHAPELOG EQUIPMENT, YOU AGREE AS FOLLOWS:

1. You hereby agree to disclose to ShapeLog certain personal information, including but not limited to, your name, height, weight, sex, age, fitness goals and abilities, exercise activity, and other physical metrics (“Participant Information”). You grant ShapeLog a perpetual, royalty-free and irrevocable right to (i) internally use, evaluate, and otherwise utilize the Participant Information you provide to ShapeLog, including as necessary to provide its services to you (ii) share your Information with partners and affiliated entities, including but not limited to, training and coaching staff per; associated with and (iii) share de-identified portions of your Participant Information (such that you cannot be identified) with third parties in ShapeLog’s sole discretion.

2. You ASSUME ALL RISKS related to your use of the Products and Services and to your use of the ShapeLog Equipment and the ShapeLog Devices, including but not limited to any group or individual training associated with your use of the Products and Services, ShapeLog Equipment and/or ShapeLog Devices (collectively, “Associated Training”).

You take full responsibility for any injury or loss to yourself, including death, which you may suffer, arising in whole or in part out of your use of the Products and Services, ShapeLog Equipment or ShapeLog Devices, including but not limited to Associated Training.

By execution of this release, YOU AGREE NOT TO SUE SHAPELOG or hold liable in any way regarding your site visit and use of the ShapeLog Products and Services, ShapeLog Equipment, or ShapeLog Devices, including but not limited to Associated Training, and agree that you are releasing any right to make such a claim or file a lawsuit against ShapeLog.

3. ShapeLog retains the sole right to suspend your access to the ShapeLog Products and Services, affiliated locations, ShapeLog Equipment, or ShapeLog Devices at any time.

4. This Liability Waiver is personal to you and is not assignable by you. This Liability Waiver shall be governed by Michigan law, without regard to the conflicts of law provisions thereof. This agreement shall be binding to the fullest extent permitted by law. If any part of this Liability Waiver is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

5. You must be at least 14 to use or access the Products and Services, ShapeLog Equipment, or ShapeLog Devices. If you are 14 to 18 years of age, you must obtain the consent of your parent or legal guardian prior to accessing or using the Products and Services, ShapeLog Equipment, or ShapeLog Devices, and by accessing or using the Products and Services, ShapeLog Equipment, or ShapeLog Devices you represent to us that you have obtained such consent.