

Waiver and Release

By signing up for and/or attending Park classes, activities, and other events and using its facilities and equipment, you hereby agree that there are certain inherent risks and dangers in indoor cycling. In consideration of being allowed to participate in the classes, activities, and other events provided by Park, in addition to the payment of any fee or charge, you (1) agree to assume full responsibility for any and all injuries or damages which are sustained or aggravated by you in relation to Park classes, activities, or events (2) waive, release and forever discharge Park, its directors, officers, shareholders, affiliates, agents, consultants and employees from any and all responsibility, claims, rights, causes of action and/or liability from injuries or damages to yourself or property resulting from participation in and use of Park classes, activities, and other events and (3) represent you have no medical or physical condition which would prevent you from attending and/or using any of Park's classes, activities, and events and/or put you in any physical or medical danger, and have not been instructed by a physician not to do so. Park hereby advises you that individuals with any chronic disabilities or conditions are at risk in using Park facilities and equipment and are advised against doing so. In addition, if in the opinion of Park staff, you would be at physical risk participating in Park classes, activities, and events or using its facilities, you will be denied access to Park until you provide Park with a letter from your physician, specifically addressing Park concerns and stating that you are able to participate in classes, activities, and events. If you decline obtaining such a letter, you will not be permitted to participate in Park classes, activities, and events or use Park facilities. Park reserves the right to refuse service at its discretion.

Media Release Agreement By entering Park premises or participating in any Park activity, you grant Park Cycle and its representatives the right to record, photograph, and use your image, likeness, and voice for promotional, advertising, and marketing purposes in any media format. You waive the right to inspect or approve any finished materials and understand there will be no compensation for such use. All clients and visitors to Park authorize Park to take and publish any photographs and/or videos taken during classes at the studio or at studio events to be used on the website, social media, as well as any other publications.

Terms of Purchase In order to reserve a class, you must first purchase a single class, a package of classes, or a monthly unlimited contract. If you are new to Park, you can sign-up online to make a purchase or if you are an existing customer, sign-in to make a purchase. Once you have credit(s) in your account, you may reserve. Classes cannot be shared between clients.

Please be aware that classes and series expire. All memberships and packages are non-refundable and non-transferrable. We accept MasterCard, Visa, and American Express. We do not take cash. You can reserve classes online up to 7 days in advance. The booking window opens Monday at 1:00PM. For memberships that include an early booking window, booking opens Monday at 9am for 10 days in advance.

Your credit or debit card will be charged for your order when you book your bike. Park will not process reservation charges that use an incorrect, expired, or over-the-limit credit card. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be fully responsible and liable for any fees, including attorneys' fees and collection fees, that Park may incur in its efforts to collect any unpaid funds from you.

Cancellation, Late Arrival, and No Show Policies In order to cancel a Park class and avoid losing a credit, you must unreserve your class at least 12 hours prior to your scheduled class. 8 Hours for classes before 9:30am. You may cancel online through our website or App. If your class is canceled in time, the class will be returned to your account to be used at a future date. If you are a client with one of our unlimited packages and you "late cancel" or "no show" you will be charged \$25. Late Cancellation and No Show fees are non-refundable.

If you are not checked-in 2 minutes prior to class, your bike will be released to a client on the waitlist and you will not be permitted to enter the class once it starts. We understand life gets crazy, but late arrivals not permitted to enter and/or no shows will result in a loss of credit.

Choice of Law, Waiver, and Claims This Agreement shall be governed by the laws of Canada without regard to its conflict of law provisions. Moreover, by purchasing products or services from Park, you agree that the offer and sale of such products or services takes place in, and will be governed by the laws of Canada. You also agree that any legal or equitable claim arising from your use of

the website and/or your purchase of products or services must be brought in the city or federal courts located in Toronto, and you consent to the exclusive jurisdiction of and venue in such courts. Park's failure to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in this provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this website or products purchased through this website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Arbitration Any controversy or claim arising out of or relating to this Agreement or use of the Services will be settled by binding arbitration in accordance with the commercial arbitration rules of the Canadian Arbitration Association. Any such controversy or claim must be arbitrated on an individual basis and must not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration must be conducted in Toronto, Ontario, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party to this Agreement may seek any interim or preliminary relief from a court of competent jurisdiction in Toronto, Ontario, as necessary to protect its rights or property.

Notice You may direct any questions concerning this Agreement or notices required by this Agreement to hello@Parkcycle.ca.

Whole Agreement and Amendment This Agreement constitutes the entire agreement between you and Park with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Park may amend or modify this Agreement at any time by posting the new terms on its website. This Agreement may not be otherwise amended except in a written document signed by you and Park.

This agreement was last revised on January 1, 2026.