



CLASS PURCHASE AGREEMENT, ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

Surcee Studios LLC
151 West Washington St.
Milledgeville, GA 31061

Class Cancellations and Refunds

Single Class (Drop-In) Reservation

A reservation for a single class must be canceled at least 12 hours before the scheduled class to receive a refund or class credit. A cancellation made less than 12 hours before class, or failure to attend, is not eligible for a refund or credit, except where otherwise required by Georgia law.

10-Class Package

A 10-class package may be canceled for a full refund before any class in the package has been taken.

After the first class has been taken, the 10-class package is nonrefundable except during the statutory seven-business-day cancellation period described below or as otherwise required by Georgia law.

Unlimited Month Package

An unlimited month package may be canceled for a full refund before the Buyer has taken any class during the applicable monthly term.

After the Buyer has taken the first class during the applicable monthly term, the monthly unlimited package is nonrefundable except during the statutory seven-business-day cancellation period described below or as otherwise required by Georgia law.

An unlimited month package does not automatically renew.

Seven-Business-Day Right to Cancel

A class package or unlimited month package may be canceled within seven (7) days for a full refund before any class in the package is taken. If within seven (7) days you wish to cancel a package and have already taken a class, the package may be canceled, and the refund will equal the package price less the number of classes taken multiplied by the full single-class price (the fair market value of the services rendered). After seven (7) days, a refund is not available for cancelation of the package.

To cancel a package, mail or hand deliver a letter to the following address:

Surcee Studios LLC
151 West Washington St.
Milledgeville, GA 31061

These policies do not limit any additional cancellation or refund right provided below or required by Georgia law.

Disability and Death

If you become totally and permanently disabled, you may cancel a package by providing reasonable verification of the disability. "Totally and permanently disabled" means a condition that has existed or is expected to exist for more than 45 days and prevents you from using the studio to the same extent as before the condition began.

Upon cancellation for disability or death, Surcee Studios LLC will refund the purchase price less the number of classes taken at the fair market value of the services received.

Substantial Changes or Closure

The Buyer may cancel this agreement within thirty (30) days after the Buyer knew or should have known of a substantial change in the services or programs available when the agreement was signed. Written notice of cancellation must be sent or delivered to the Surcee Studios LLC address stated above.

Advance Credit-Card Payment

Buyer authorizes Surcee Studios LLC to charge the credit card selected at checkout for the purchase price shown above. This is an advance payment for future services. This authorization does not permit recurring or additional charges.

NOTICE

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this studio ceases to conduct business. This studio does not post a bond, and there may be no other protections provided to you should you choose to pay in advance.

☐ I separately acknowledge and agree to the Advance-Payment Notice above.

Assumption of Risk and Release

By purchasing a class or class package, or participating in any Pilates, yoga, barre, private session, event, or other activity offered by Surcee Studios LLC, I understand that these activities involve risks of injury, illness, disability, or death. These risks include falls, muscle or joint injuries, aggravation of existing conditions, physical contact or instructor adjustments, and the use or malfunction of weights, props, or other studio equipment. I knowingly and voluntarily assume all such risks, whether known or unknown.

To the fullest extent permitted by Georgia law, I release and agree not to sue Surcee Studios LLC, its owners, employees, instructors, contractors, agents, and affiliates for any claim arising from my participation or use of its premises, services, or equipment, INCLUDING CLAIMS CAUSED BY ORDINARY NEGLIGENCE, including negligence in instruction, supervision, adjustment, or maintenance of the premises or equipment. This release does not apply to gross negligence, reckless or intentional misconduct, or liability that cannot legally be waived.

If I have a history of heart disease, I recognize that it is my responsibility to consult a physician before joining or participating at the studio.

I confirm that I am physically able to participate and will notify my instructor of any injury, pregnancy, medical condition, or physical limitation that may affect my participation.

I understand that Surcee Studios LLC and its instructors do not provide medical advice.

Entire Agreement and Acceptance

This agreement, the completed purchase information above, and any studio rules attached to or expressly incorporated into it constitute the entire agreement concerning this purchase. This agreement is governed by Georgia law. If any provision is unenforceable, the remaining provisions will remain effective.

I confirm that I am at least 18 years old. By checking the box below, I electronically sign this agreement and acknowledge that I have read, understand, and voluntarily agree to all of its terms, including the release of claims for ordinary negligence.

☐ **I agree to the Class Purchase Agreement, Assumption of Risk, Release, and Waiver of Liability.**