

PELOTON WAIVER & RELEASE

BY USING THE PELOTON BIKE, PELOTON TREAD AND/OR PELOTON ACCESSORIES (COLLECTIVELY, THE “PELOTON EQUIPMENT”) AND/OR PARTICIPATING IN ANY PELOTON ACTIVITIES AND/OR CLASSES, EITHER ONLINE OR IN PERSON, YOU AGREE AND CONSENT TO BE BOUND BY ALL TERMS PRESENTED IN THIS WAIVER AND RELEASE.

Peloton Interactive, Inc. (“Peloton”) requires that all participants follow safety rules and instructions that are designed to protect everyone’s safety. However, you acknowledge that there is an inherent risk of injury when choosing to participate in fitness activities.

YOUR RESPONSIBILITY

You are solely responsible for determining whether you are physically and mentally fit and/or adequately skilled to participate in Peloton activities and/or classes and use Peloton Equipment. Risks from participating in Peloton activities and/or classes may be aggravated if you are pregnant, suffer from an underlying medical condition, take medication, smoke cigarettes, have a family history of coronary disease, or have recently suffered an illness, injury or impairment. Accordingly, it is your responsibility to consult a physician before undertaking any fitness activity. It is also your responsibility to determine, during your participation in Peloton activities and/or classes, whether you should discontinue your participation in such activities or take any other actions to protect your health or safety.

RIGHT TO USE

In addition, because Peloton captures its indoor exercise classes on video, audio and still images for broadcast to Peloton members across the internet, by participating in an indoor exercise class you grant Peloton permission to use some or all of your name, Peloton profile information, visual likeness, voice recording, graphics, photographs or other artwork and any other information you provide to Peloton or its employees or agents (such as instructors) (for simplicity, these items will be referred to as “Materials”) in one or more of its content, products and advertising, in any form or format now known or hereafter created, and distributed or made available throughout the world in perpetuity, without compensation to or further approval from you. If you do not want the Materials to be captured, published or broadcast for such uses, then you must choose not to participate in an indoor exercise class in any Peloton studio or location.

You understand and agree that Peloton shall be the exclusive owner of its products, content and advertising, including those containing the Materials, and that you are not entitled to any remuneration for such use. Aside from the use of Materials for the purposes referenced above, Peloton's use of personal information is governed by its Privacy Policy, accessible at www.onepeloton.com/privacy-policy.

WARNING OF RISK FROM FITNESS ACTIVITIES

Aerobic and other fitness activities such as indoor cycling, running, or jogging, plyometrics, yoga, floor and barre exercises, passive/resistive weight training, use of stair machines, treadmills, rowing machines, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the participant.

Despite careful and proper preparation, instruction, medical advice, and conditioning, participation in fitness activities involves a risk of serious injury. All hazards and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, lack of hydration, improper technique, ignoring safety precautions, failing to properly follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist.

Nonetheless, you hereby agree to assume all risks of your participation in Peloton activities and/or classes, whether known or unknown to you.

Depending upon a person's physical condition, age and/or skill level, fitness activities can involve a substantial risk of the following types of injuries, among others: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, (vi) foot problems, (vii) psychological injury, pain or suffering, (viii) disfigurement, (ix) temporary or permanent disability (including paralysis), (x) death or (xi) economic loss.

In addition, a very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear on Peloton Equipment. Seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. If you experience any of these symptoms, you should immediately stop exercising and consult a doctor.

MEDICAL EXAMINATION

It is the responsibility of all participants to have a complete physical examination by a medical doctor prior to beginning any activity. If a participant has, or has a history of, any of the conditions listed in the "YOUR RESPONSIBILITY" section of this document, he/she should consult a physician before participating in any fitness activity.

WAIVER AND GENERAL RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

You recognize and acknowledge that there are inherent risks of physical injury to participants in any fitness activities, including when using Peloton Equipment, and you voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation. As a material inducement for Peloton to permit you to participate in Peloton activities and/or classes, to use Peloton facilities or Peloton Equipment, you hereby, on behalf of yourself, your heirs, executors and assigns, fully, forever and irrevocably waive, release and hold Peloton, its shareholders, directors, agents, representatives, employees, consultants, affiliated companies, partners, and successors (collectively "Peloton Parties") harmless from any and all claims (including, to the extent permitted by applicable law, claims alleging negligence on behalf of any Peloton Party), injuries, damages or loss (including legal fees), present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), that you may have (or that accrue to you) against any Peloton Party, and generally release and discharge the Peloton Parties from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness activities, (ii) use of any fitness equipment, including Peloton Equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries on or outside of Peloton premises, and you hereby promise never to assert or assist any other party in asserting, any claims or causes of action against any Peloton Party in any matter that in any way relates to any Claims.

FOR PELOTON EMPLOYEES: VOLUNTARY PARTICIPATION

If you are a Peloton employee, you acknowledge and agree that your participation in Peloton activities and/or classes and your use of Peloton Equipment is purely recreational, voluntary and of your own free will, and is not a condition or within the scope of your employment with Peloton (unless you are the Instructor designated by Peloton to lead the fitness activity in question). To the fullest extent permitted by law, in addition to the release in the preceding paragraph, you agree to fully release and discharge the Peloton Parties from all liability under any workers' compensation insurance plan and

relinquish any right to sue the Peloton Parties in connection with any injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation.

By participating in any fitness activities and/or visiting Peloton premises you agree and acknowledge that you have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and general release of all claims.

AUTHORIZATION: In the event of any emergency, you authorize Peloton to secure from any accredited hospital and/or physician any treatment deemed necessary for your immediate care and agree that you will be solely and personally responsible for payment for any and all medical services rendered and for the cost of travel to and from the place of medical treatment.

I represent that: (i) I am at least 18 years old, (ii) I meet Peloton's height and weight restrictions (as posted in the studio or made available by Peloton staff); and (iii) I have no health-related conditions that could affect my participation in Peloton activities and/or classes. I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and general release and discharge of all claims.

Participant's Name and Signature

Print Name: _____

Signature: _____

Date: _____

Emergency Contact Information

Name: _____

Relationship to Participant: _____

Phone and Email: _____

Where did you hear about Peloton?

- Friend Referral
- Peloton Website
- Peloton Store
- Peloton iPad App Rider

- Peloton Home-Bike Rider
- Online Ad
- WSJ Ad
- TV Ad
- Facebook
- Instagram
- Twitter
- ClassPass
- FitReserve
- MoveUSA
- Beautified
- GiltCity
- Other