

RELEASE OF LIABILITY READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS In exchange for participation in the activity of Yoga organized by Julie Arthur LLC dba The Space Between and/or use of the property, facilities and services of Julie Arthur LLC dba The Space Between, I, the undersigned, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Julie Arthur LLC dba The Space Between, or the employees, representatives or agents of Julie Arthur LLC dba The Space Between.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Julie Arthur LLC dba The Space Between for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Julie Arthur LLC dba The Space Between, whether caused by the fault of myself, my family, Julie Arthur LLC dba The Space Between or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Julie Arthur LLC dba The Space Between against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Julie Arthur LLC dba The Space Between.

4. FEES. I agree to pay for all damages to the facilities of Julie Arthur LLC dba The Space Between caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Julie Arthur LLC dba The Space Between has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SPECIAL LIMITATION OF LIABILITY DURING THE CORONAVIRUS/COVID-19 PANDEMIC

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects and respiratory droplets. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. The Space Between cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing The Space Between's services or premises. It is not possible to prevent the presence of the disease. Therefore, if you choose to utilize The Space Between's services and/or enter onto The Space Between's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

The Space Between and its employees recognize the severity of the coronavirus pandemic and, as a result, have instituted preventative measures to reduce the spread of COVID-19; however, The Space Between cannot guarantee that you, your family, or your guests will not become infected with COVID-19. It is possible that attending classes, events, programs, and/or activities at The Space Between may place you in close physical contact with other members, attendees and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19. You hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family members and/or your guests may be exposed to or infected by COVID-19 at the The Space Between facilities and that such exposure or infection could result in personal injury, illness, permanent disability, and/or death. You understand the risk of becoming exposed to or infected by COVID-19 at The Space Between may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, The Space Between's employees, members, and attendees.

You also expressly agree that The Space Between is not obligated to conduct temperature checks to those seeking admittance to its facilities and, further, should it implement temperature checks, The Space Between is not undertaking a duty to continue temperature checks for any length of time. If temperature checks are conducted you expressly agree to allow employees of The Space Between to deny you admittance to its facilities if you either refuse to have your temperature taken or after having your temperature taken test positive for a fever. Also, if any The Space Between employee believes you are ill for any reason you agree that in an effort to limit the spread of COVID-19 (and other diseases) they may ask you to leave, remove you from the premises and deny admittance to The Space Between facilities.

Furthermore, you also agree that should the State of Illinois, the County of Cook or the City of Chicago request information from The Space Between as part of a contact tracing program designed to trace the infection of COVID-19, you expressly authorize The Space Between to provide whatever information in its possession relating to you for such a purpose.

By accepting the event terms & conditions (electronically or otherwise), enrolling online, and/or attending in person classes, events, activities, and/or other programs and/or entering The Space Between facilities and using its equipment of any kind, you voluntarily agree, on behalf of yourself, your heirs, personal representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you or your family members and/or guests in connection with attendance at The Space Between or as a result of participation in any of The Space Between's classes, activities, events, or programs ("Claims"); and (b) covenant not to sue or otherwise encumber, The Space Between, its owners, directors, instructors, clients, and employees, from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, based on the actions, omissions, or negligence of The Space Between, its owners, directors, instructors, clients, members, and employees, whether a COVID-19 infection occurs before, during, or after attending The Space Between's facilities or participating in any way one of The Space Between's classes, events, activities, or programs.