

CLASS & MEMBERSHIP WAIVER FORM

Terms, Conditions & Consent Declaration

Please read the following carefully before proceeding.

IMPORTANT POLICIES

Booking & Cancellation Policy

Rescheduling or cancellation requests must be made **at least 4 hours before class** start time.

No refunds, replacements, credits, or compensation will be provided for:

- Missed classes
- No-shows
- Late cancellations
- Cancellations made after the class has started

Medical cancellations may be considered with supporting documentation and management approval.

By agreeing to this form, you understand, acknowledge and consent to the Company to forfeit any booking without any cancellation notice issued from your part & your guests.

Membership & Package Policy

- Memberships and packages are non-refundable.
- Memberships are non-transferable and non-shareable (except approved sharing packages).
- Package purchases are subject to current pricing and policies.
- All new memberships and membership transfers are subject to the approval of the Management. The Management reserves the right to reject an application for membership to the Studio/Gym for any reason whatsoever.

Health & Safety

- You confirm that you are physically fit to participate.
- You participate at your own risk.
- You agree to follow instructor and staff instructions at all times.
- Our instructors & staffs are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Users must abide by the instructions of the B PROJECT ACADEMY HOLDING Instructors, Coaches or staffs.
- Members or guests may not use the facilities of the Studio/gym while under the influence of alcohol, or other mood-altering substances.

Physical Conditions of Attendees

- Our staff, agents and subcontractors are not medically qualified, I hereby agrees and aware that it is my responsibility to notify B PROJECT ACADEMY HOLDING ownership or employees if I suffer from any medical or health. For safety reasons, you are responsible for correctly using all studio facilities. If you are not sure how to use any equipment or workout movements, always ask a member of instructors or staff.
- The member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or any other reason why he/she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
- The member shall not use any studio facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.
- Members and their guests exercise and use the facilities at their own risk and are advised to consult their physician prior to commencing any type of physical exercise.

Dress Code

- All members and guests are required to wear proper workout attire when exercising and participating in any fitness activities in our studio.

📷 Media Consent

- You hereby grant and convey to B PROJECT ACADEMY HOLDING all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by B PROJECT ACADEMY HOLDING which may be used for marketing and promotional purposes.

Branding, Media and Others

- Soliciting and selling personal fitness programs or merchandises to any member are prohibited and shall result in immediate termination of the member concerned.
- The Management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.
- All members must abide by the rules of the Studio which may be amended, varied, deleted and added from time to time at Management's discretion.
- Failure by the Management to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- These Rules shall be governed and construed in accordance with the laws of Malaysia and subject to the jurisdiction of Malaysia.
- Any guests or members are not allowed to photograph or copy any studio interior designs, promotional materials, tag lines or theme.
- B PROJECT ACADEMY HOLDING reserves the right to proceed with legal action to any member caught distributing, sharing or supplying such contents to any third-party vendor or competitor.

Personal Data Consent

- The Company recognizes the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data.

- You understand, acknowledge, and consent to the Company collecting, processing, using, and storing your personal data for the following purposes:
 - Managing your membership, contracts, bookings, and participation in B Project Academy Holding programs and services.
 - Processing transactions, payments, and maintaining related records.
 - Communicating with you regarding your membership, bookings, services, promotions, and operational matters via phone calls, messages, email, or other communication channels.
 - Conducting research, analytics, surveys, and service improvement activities to enhance our facilities and customer experience, where consent has been provided.
 - Record-keeping, administrative, and business operations purposes.
 - Responding to legal matters, complaints, claims, and exercising or defending legal rights.
 - Complying with applicable laws, regulations, legal processes, and government requirements.
 - Storing, hosting, backing up, and securing your personal data, whether within or outside Malaysia.

- Your personal data may be used, disclosed, processed, stored, accessed, maintained, and/or transferred (within or outside Malaysia) to the following parties for the purposes stated above:
 - B Project Academy Holding's head office, affiliates, and subsidiaries.
 - Authorized agents, contractors, and third-party service providers engaged to support our operations, including IT systems, data storage, payment processing, and other services related to the provision of our products and services.
 - The Company's auditors, legal advisors, financial institutions, credit card companies, and payment processors.
 - Government authorities, regulatory bodies, courts, and other legal or dispute resolution forums where required by law or regulation.

Risk Acknowledgement & Liability Waiver

- You acknowledge that fitness, yoga, cycling, and other exercise activities involve inherent risks, including the risk of injury, illness, disability, or death.
- By participating in any activities, classes, programs, or events conducted by B Project Academy Holding, you voluntarily assume all such risks and agree to participate at your own responsibility.
- To the fullest extent permitted by law, B Project Academy Holding, its directors, employees, instructors, agents, and affiliated companies shall not be liable for any injury, illness, death, loss, theft, or damage to your person or property arising from or in connection with your participation in any activities or use of the studio facilities.
- You agree not to make any claim against B Project Academy Holding, its management, employees, instructors, agents, or affiliated companies for any such loss, damage, injury, or claim.
- You further agree to indemnify and hold harmless B Project Academy Holding and its representatives from any claims, liabilities, costs, or expenses arising from your participation in studio activities.
- Any guest or visitor accompanying a member shall be subject to the same studio rules, risks, and limitations of liability.

DECLARATION

By ticking the checkbox on the sign-up form and/or on the fitness session booking registrations, I confirm that:

- ✓ I have read and understood all Membership and Participation Terms & Conditions.
- ✓ I understand the 4-hour cancellation and rescheduling policy.
- ✓ I understand that missed classes and late cancellations are not refundable.
- ✓ I acknowledge and accept the risks associated with participating in fitness classes, studio activities, events, and programs conducted by B Project Academy Holding Sdn. Bhd., whether held at the studio, fitness centres, or external venues.
- ✓ I release B Project Academy Holding Sdn. Bhd. from liability to the fullest extent permitted by law.
- ✓ I consent to the collection and processing of my personal data as stated in this agreement.
- ✓ I understand that this electronic agreement is legally binding and has the same effect as a handwritten signature.