

Member Usage Agreement MUA The Palladium Houston

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

1. MEMBERSHIP WITH The Palladium Ballroom and/or Salrica Inc.) I wish to become a member of The Palladium, which is operated by Salrica, Inc. in the United States, its direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns are collectively referred to and covered by this Member Usage Agreement ("MUA") as "The Palladium". In consideration of the benefits of a The Palladium membership, including but not limited to the Use of The Palladium Premises and Services by me, and any of my minor children or wards who are The Palladium members, I hereby agree to all of the terms and conditions in this MUA, including the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION , and HEALTH AND SAFETY provisions below.

2. ASSUMPTION OF RISK. I understand that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of The Palladium's premises, facilities, equipment, services, activities or products, whether available through membership dues or a separate fee.

A. Use of Premises and Services. I understand that use of The Palladium's premises, facilities, equipment, services, activities or products ("Use of The Palladium Premises and Services") can include but is not limited to (1) Studio rooms, DJ booth, kitchen, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; group dance classes; (3) use of services and participation in activities off The Palladium premises, including but not limited to group classes, personal training classes, travel programs, and field trips; and (4) all other programs, activities, classes, sessions, seminars, workshops, events, amenities, or benefits that are sponsored, endorsed or operated by The Palladium on or off its premises.

B. Risks. I understand that the dangers, hazards, and risks of injury or damage in the Use of The Palladium Premises and Services ("Risks") may include but are not limited to (1) slips, trips, collisions, falls, and loss of footing or balance; (2) property theft, loss or damage, including from lockers or vehicles; and (3) other accidents or incidents that may result in injury or damage to me, or Minor Member(s).

C. Injuries. I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, or Minor Member(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock;

(7) lost wages or lost earning capacity; (8) lost, stolen or damaged property; and (9) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the Use of The Palladium Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the ORDINARY NEGLIGENCE OF The Palladium, me, Minor Member(s), Other Member(s), Guest(s) and/or other persons. FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

3. WAIVER OF LIABILITY. On behalf of myself and my spouse/partner, children/Minor Members, Other Members, Guests, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily

and forever release and discharge The Palladium from, covenant and agree not to sue The Palladium for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or

obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, Minor Member(s), Other Member(s), or Guest(s) in the Use of The Palladium Premises and Services which arise out of, result from, or are caused by any Ordinary NEGLIGENCE OF The Palladium, me, any Minor Member(s), any Other Member(s), any Guest(s), and/or any other person.

A. Negligence Claims. I understand that Negligence Claims include but are not limited to The Palladium's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or

provision of The Palladium Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent

provision of or failure to provide emergency care; (5) negligent provision of services; and (6) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; or (7) other negligent act(s) or omission(s).

B. The Palladium Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against The Palladium/ The Palladium and/or breach my agreement not to sue The Palladium/ The Palladium, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by The Palladium ("The Palladium Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

4. DEFENSE AND INDEMNIFICATION. On behalf of myself and my spouse/partner, children/Minor Member(s), Other Member(s), Guest(s), parents, guardians, heirs, next of kin,

personal representatives, heirs and assigns, I agree to defend, indemnify and hold The Palladium harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against The Palladium by any other person (including but not limited to any Other Member, any Guest, any other Palladium member or guest, any family member who is not a The Palladium member, or any other person or entity) arising out of, resulting from, caused by the Use of The Palladium Premises and Services by me, Minor Member(s), Other Member(s), or Guest(s). My agreement to defend The Palladium means that I will pay all of The Palladium's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold The Palladium harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by The Palladium to resolve the Claim.

5. HEALTH AND SAFETY. I represent that I am healthy enough to engage safely in the Use of The Palladium Premises and Services, and that I have had the opportunity to talk to a doctor prior to Use of The Palladium Premises and Services. I acknowledge that The Palladium does not and will not provide medical advice. I agree to remove myself, Minor Member(s), Other Member(s) or Guest(s) from Use of The Palladium Premises and Services if I observe any hazardous, unsafe, dangerous or defective condition, if or any of them is incapable of engaging in such Use safely, or if required or instructed to do so by The Palladium. I consent to emergency care by The Palladium for me, Minor Member(s), Other Member(s), or Guest(s). I acknowledge that I am responsible for my own conduct, health and safety and that of Minor Member(s), Other Member(s), and Guests(s), and that The Palladium is not responsible for any medical expenses incurred by me, Minor Member(s), Other Member(s), or Guest(s), in connection with the Use of The Palladium Premises and Services.

6. PARENT OR GUARDIAN AGREEMENT. If I am the parent or legal guardian of a Minor Member, I acknowledge and represent to The Palladium that I have the right and authority to make decisions concerning the care, custody and control of each Minor Member, including but not limited to the right and authority to execute this MUA on the Minor Member's behalf. By signing this MUA, I am binding each of my Minor Member(s) to its terms, including but not limited to the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION and HEALTH AND SAFETY provisions.

7. STUDIO POLICIES; MEMBERSHIP TERMINATION OR SUSPENSION BY The Palladium. I understand that The Palladium retains complete control over all matters affecting or relating to its members and memberships, including but not

limited to membership levels and types, access, prices, dues, fees, premises, facilities, equipment, services, products, programs, levels, activities, classes, sessions, seminars, workshops, amenities or benefits, all of which are subject to change at any time without notice. I will comply, and ensure that Minor Member(s) comply with The Palladium's policies, procedures, rules, and regulations ("Studio Policies"), whether set forth on paper, verbally, or online or other The Palladium websites. The Palladium may change, modify or otherwise alter any Studio Policies at any time without notice. I understand that The Palladium may in its sole discretion

terminate or suspend my membership or any aspect thereof for any reason, including but not limited to any conduct by me, or Minor Member(s), that violates any Studio Policies or that The Palladium determines to be improper, inappropriate, or contrary to its best interests.

8. ELECTRONIC COMMUNICATIONS. I expressly consent to receive electronic messages from The Palladium, including messages whose primary purpose is to advertise or promote products or services and messages whose primary purpose relates to my transactions or relationship with The Palladium, including membership, purchase of products or services, or amendments to this MUA.

9. SEVERABILITY. I agree that this MUA, including specifically the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION, HEALTH AND SAFETY and PARENT OR GUARDIAN AGREEMENT provisions, is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part of this MUA unenforceable, invalid or void, that part alone shall be severed from this MUA, and the entire remainder of the MUA, including any partially enforceable provision, shall be fully binding and enforceable to the maximum extent permitted by applicable law.

10. OTHER PROVISIONS. I am not relying on any oral or written promises, representations, statements, covenants or warranties, other than those set forth herein, to induce me to sign this MUA. This MUA may be amended at any time by The Palladium upon such notice, if any, as may be required by law. If The Palladium fails to enforce any right in this MUA for any reason, The Palladium does not waive its right to enforce it later.

11. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Palladium Ballroom of Houston, Texas ("the Palladium") has put in place preventative measures to reduce the spread of COVID-19; however, the Palladium cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Palladium could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Palladium and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Palladium may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Palladium owners, employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s

attendance at the Palladium or participation in the Palladium programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Palladium, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Palladium, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Palladium program.

I HAVE READ, UNDERSTOOD, RECEIVED A COPY OF, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS MUA, INCLUDING SPECIFICALLY THE ASSUMPTION OF RISK, WAIVER OF LIABILITY AND DEFENSE AND INDEMNIFICATION PROVISIONS UNDER WHICH I AM RELINQUISHING LEGAL RIGHTS.