

Arbitration Agreement and Waiver of Jury Trial

I, _____, agree as follows:

1. Any dispute I may bring against Peloton College (“the College”), or any of its parents, subsidiaries, officers, directors, or employees, without limitation, or which the College may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules (“Consumer Rules”), and decided by a single Arbitrator. The arbitration hearing will be conducted in the city in which the campus is located. Initials: _____

2. The Federal Arbitration Act (“FAA”) shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a court of competent jurisdiction, and not by the Arbitrator. Initials: _____

3. Both the College and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction. Initials: _____

4. This Agreement does not affect either party’s right to seek relief in small claims court for disputes or claims within the scope of the small claims court’s jurisdiction. Initials: _____

5. The costs of the arbitration filing fee, Arbitrator’s compensation, and facilities fees that exceed the applicable court filing fee will be paid by the College. Initials: _____

6. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action. Initials: _____

7. Any remedy available from a court under the law shall be available in the arbitration. Initials: _____

8. I may, but need not, be represented by an attorney at arbitration. Initials: _____

9. Except as specifically required by the laws of the State of Texas, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined. Initials: _____

10. I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. I shall disclose this document to the AAA if I file an arbitration. Initials: _____

11. If any part of this Agreement is declared unenforceable or invalid, it shall be severable and the remainder of this Agreement shall continue to be valid and enforceable. Initials: _____

12. I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.

Initials: _____

I HAVE HAD AN OPPORTUNITY TO FULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT WHICH CONSISTS OF TWO (2) PAGES. BY MY ABOVE INITIALS AND MY BELOW SIGNATURE, I CERTIFY, THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

Student

Dated: _____

College Official

Dated: _____