ATHLETIC EVENTS VOLUNTEER WAIVER

LIFE TIME®
HEALTHY WAY OF LIFE

WARNING, ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, ARBITRATION, AND INDEMNIFICATION AGREEMENT

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE LIFE TIME AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IN CONSIDERATION for LTF Triathlon Series, LLC. ("**Life Time**") allowing my participation in the [UNBOUND Gravel] (the "**Event**"); I, the undersigned, and on behalf of my spouse, heirs, next of kin, any legal and personal representatives, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, Arbitration, and Indemnity Agreement (the "**Agreement**");

1. **VOLUNTEER REPRESENTATION**. I hereby represent that (i) I am in good health and physically fit to participate in the Event; (ii) have not been advised against volunteering in the Event by a qualified health professional; and (iii) I am at least 18 years of age (or this agreement is agreed to by my parent, natural guardian, or legal guardian). I understand that I should not volunteer unless medically able and represent that I am in good health and physically fit to volunteer. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the event.

2. **NO EMPLOYMENT RELATIONSHIP**. I hereby understand and agree that as a volunteer, I am not, will not be considered, and will not become an employee of Life Time within the meaning or application of any federal, provincial, state, county, or local laws or regulations by virtue of my provision of volunteer services to Life Time under this Agreement.

3. **ASSUMPTION OF RISK**. I understand and acknowledge that the Athletic Event in which I am serving as a volunteer is an event of Life Time. I understand and acknowledge that there are dangers, hazards, and risk of injury or damages, including but not limited to physical and property damages, by volunteering at the Event, whether on or off Life Time premises, including but not limited to the organization, oversight and active monitoring of the run, bike and swim events, as well as all set-up and transferring of equipment and the race course. I understand and agree that volunteering involves many risks and hazards, some of which are inherent to the very nature of the activities involved in the volunteering, others of which may result from negligence, including but not limited to: tripping or falling for any reason; injuries from lifting; collisions or accidents with other volunteers, Event participants, spectators, pedestrians, vehicles or other natural or man objects; contraction of an infectious disease or illness; equipment failure; danger from adverse weather; exposure to extreme conditions and cirumstances; criminal acts or acts of terrorism by third parties; and travel to and from different areas of the race course. I agree that if I believe conditions are unsafe, I will immediately discontinue participating in such volunteer activity or service. I understand and agree that these risks may result in injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to bruises; scrapes; sprains; torn muscles or ligaments; broken bones; strokes; heart stress; heart attacks; paralysis; disfigurement; heat stress and/or heat stroke; frost bite and/or hypothermia; dehyrdration; concussion; contraction of infectious diseases or illnesses; aggravation of pre-existing injuries or medical conditions; death; complications arising from personal, mental, physical or emotional state, including emotional distress, embarrassment, humiliation, or shock;or other forms of pain or suffering ("**Risks**"). I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury. I understand these Risks may be caused, in whole or in part, by my own actions or inactions, **the actions or inactions of other volunteers or Event participants**, or by the NEGLIGENCE OF LIFE TIME, to me, minor volunteers, Event volunteers, and/or other persons. I FULLY UNDERSTAND AND VOLUNTARILY AND WILLINGLY ASSUME THE RISKS.

4. **MEDICAL RELEASE**. I authorize Event staff, representatives, contractors, subcontractors, or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery, medications, etc.) they consider necessary for my health. I consent to emergency care by Life Time for me. I agree to pay all costs associated with that care and transportation. I agree to the release (to Life Time, insurance carriers, other health care providers and their staff, representatives, or contractors) of any medical information or records necessary for treatment, referral, billing, or other purposes. I acknowledge that I am responsible for my own conduct, health, and safety, and that Life Time is not responsible for any medical expenses incurred by me in connection with the Event.

5. **RELEASE OF LIABILITY**. I hereby Release, Waive and Covenant Not to Sue: Life Time (including, without limitation, Life Time, Inc. and LTF Triathlon Series, LLC, and their subsidiaries and affiliates), any Event sponsor or any host city, local organizing committee, venue or property owner upon which the Event takes place, law enforcement agency or any other public entity providing support for the Event, and each of their respective insurance companies, parent, subsidiary and affiliated companies, successors in interest, commercial and corporate sponsors, officers, directors, partners, shareholders, members, agents, employees, subcontractors, and volunteers (Individually and Collectively, the "**Released Parties**" or "**Event Organizers**"), with respect to **any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability")** from my use of, presence at or participation in the Event, which may arise out of, result from, or relate to the alleged or actual negligence or breach of any express or implied warranty of the Released Parties.

6. **INDEMNIFICATION**. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will **indemnify, defend and hold harmless** each of the Released Parties from any such Liability which may be incurred

as the result of such claim. I agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of myself.

7. **PERSONAL LIKENESS RELEASE AND AUTHORIZATION**. I understand that Life Time and/or those authorized by Life Time will be (i) taking photographs, (ii) making audio recordings and (iii) video recordings of the Event and its related events. I hereby irrevocably consent to and grant Life Time, and/or anyone authorized by Life Time, the exclusive right to the ownership and use of any and all (i) photographs, (ii) audio recordings and/or (iii) video recordings containing my image or likeness, for any lawful purpose whatsoever in connection with Life Time and its related events.

8. **DISMISSAL**. I understand that Event Organizer reserves the right, in its sole discretion, to dismiss any volunteer from the activities and to deny or revoke any applicant at any time from the event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

9. **GOVERNING LAW**. This Agreement is governed in accordance with the laws of the State of Minnesota.

10. **ARBITRATION**. I understand and agree that any disputes which may arise regarding the interpretation or application of this Agreement, or that in any way relate to my relationship with Life Time, will be resolved through a process of binding arbitration ("Potential Claims"). I agree not to bring or participate in any class arbitration, class action, or collective action against the Company that asserts any of the Potential Claims. The arbitrator will be chosen from among a randomly selected panel of five retired Hennepin County or Minnesota federal judges who are registered Rule 114 qualified neutral arbitrators. Each side shall have the right to strike two arbitrators from the list. The remaining arbitrator shall arbitrate any dispute in accordance with the Employment Arbitration Rules of the American Arbitration Association ("**AAA**") and the Uniform Arbitration Act. The prevailing party in any arbitration shall be entitled to recover its attorneys' fees and costs incurred to enforce this Agreement. This Agreement does not affect my right to file a charge with, make a complaint to, participate in a charge made to, or bring any matter to the attention of a federal, state, or local agency or administrative body; however, I can only seek monetary relief for a Potential Claim through the arbitration procedure outlined in this Agreement. I agree to waive any and all rights to a trial by jury on the Potential Claims. I agree not to bring or participate in any class action or collective action against Life Time in any forum, including but not limited to arbitration or court, that asserts, in whole or in part, any claims that arose before I signed this Agreement, whether or not such claims (if brought by me individually) are covered by this Agreement. However, I am not releasing my right to participate in any putative or certified class actions that were filed before I signed this Agreement.

11. **ASSIGNMENT**. I understand that Life Time and/ or the Event Organizer may assign this Form to other entity/s or individual/s ("**Assignees**") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with Life Time and/ or Event Organizer's and other Released Parties' rights and protections under this form.

12. **ADDITIONAL TERMS**. I understand the Event course, distance, location, and timeline can be changed at the discretion of the Event Organizers. All distances are approximate by GPS measurements. The Event can be altered, postponed or cancelled for any reason including but not limited to: inclement weather, natural disturbances, fire, public disaster, police activity, acts/threats of criminal activity or terrorism, unavoidable casualty, outbreaks of illness or epidemics of health, race course conditions or other reasons beyond the Event Organizers' reasonable control.

I agree I have read this Agreement carefully, understand its terms and conditions, understand that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, heirs and next of kin, and any legal and personal representatives, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name	Phone Number	Email Address
Signature	Date	
Emergency Contact Name	Emergency Contact Phone Number	

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

PARENT/GUARDIAN SIGNATURE (required if volunteer is under the age of 18)

_____ _____

Print Name Date

_____

Signature