

WARNING, ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, 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, INC. 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 Life Time Triathlon, LLC. and its subsidiaries, affiliates, employees, representatives, and agents ("Life Time") allowing my participation in the 2018 Chicago Half Marathon (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 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. **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 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, lifting, collisions, equipment failure, weather conditions, accidents with Event participants or other volunteers, 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 sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death, or other forms of pain or suffering ("Risks"). I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury.
3. **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 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.
4. **RELEASE OF LIABILITY:** I hereby Release, Waive and Covenant Not to Sue: Life Time Fitness, Life Time Triathlon, LLC, all Event sponsors, and all Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities 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.
5. **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.
6. **INSURANCE:** This event is insured through K&K/Nationwide Insurance. Eligible persons are provided excess Accidental Medical Expense ("Excess Coverage") coverage with a \$250.00 deductible per claim. If the participant has other coverage ("Primary Coverage"), claims must first be filed with the Primary Coverage insurer. The injured party is responsible for filing a claim by submitting a completed Claim Form to K&K Insurance at: P.O. Box 2338, Fort Wayne, IN 46801-2338. A copy of the Claim Form and Summary of Coverages can be found (here: [insert link](#)). For additional questions, please email events@lifetimefitness.com.
7. **PERSONAL LIKENESS RELEASE AND AUTHORIZATION.** I understand that Life Time Fitness, Life Time Triathlon, LLC, and/or those authorized by Life Time Fitness, Life Time Triathlon, LLC, 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 Fitness, Life Time Triathlon, LLC, and/or anyone authorized by Life Time Fitness, Life Time Triathlon, LLC, the exclusive right to the ownership and use of any and all (i) photographs, (ii) audio

ATHLETIC EVENTS VOLUNTEER WAIVER



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, and the Parties submit to the exclusive jurisdiction of Minnesota courts.
10. **ASSIGNMENT**: I understand that 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 Event Organizer's and other Released Parties' rights and protections under this form.
11. **ADDITIONAL TERMS**: I understand the Event course, distance, location, and timeline can be changed at the discretion of the Related Parties. 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 terrorism, unavoidable casualty, race course conditions or other reasons beyond the Related Parties' 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.

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|------------------------|--------------------------------|---------------|
| _____ | _____ | _____ |
| 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)

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|------------|-------|
| _____ | _____ |
| Print Name | Date |
| | |
| _____ | |
| Signature | |