

LIFE TIME KIDS RUN MIAMI 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 Life Time Kids Run Miami (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. **PARTICIPANT REPRESENTATIONS:** I hereby represent that (i) I am in good health and physically fit to participate in the Event; (ii) have not been advised against participating 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 agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I agree that it is my sole responsibility for maintaining control at all possible times while engaging in the Event and for reading, understanding, and complying with all signage.
2. **ASSUMPTION OF RISK:** I understand and acknowledge that there are dangers, hazards and risks of injury or damages, some of which are inherent, in my use of, presence at, or participation in the Event. I understand that participation in the Event will be an extreme test of my physical and mental abilities. I understand that these dangers, hazards and risks of **injury or damages**, arising from my use of, presence at, or participation in the Event, whether running, bicycling, swimming, or other portions of the Event, include but are not limited to **major or minor personal, physical, bodily, emotional, mental, economic, property, or other types of injuries or damages** such as: death; the potential for serious bodily injury, permanent disability, paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, frost bite and/or hypothermia, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; aggravation of pre-existing injuries or medical conditions; pain and suffering; risks from training for, practicing, or competing in the Event; loss of consortium, love, affection, comfort, companionship, or care; complications arising from personal mental, physical, or emotional state, including emotional distress, embarrassment, humiliation, or shock; accidents, tripping, falling down, slips, loss of footing or balance, including “slip and falls”, illness, drowning, contact or collision with other participants, spectators, pedestrians, vehicles or other natural or manmade objects; lost wages or lost earning capacity; danger from adverse weather, imperfect course conditions, exposure to extreme conditions and circumstances, water, road or surface hazards, variations in terrain, encounters with wild and domestic animals, becoming lost or separated from race, inadequate safety measures; unmaintained and/or unmarked trails, roads, bridges, etc.; loss, theft, damage, or misuse to property or information, including from vehicles, equipment, files or systems; equipment failure, malfunction or misuse; participants of varying skill levels; acts of terrorism or criminal activity; and other disability, impairment, incapacity, accidents or incidents that may result in injury or damage; (“**Risks**”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or ordinary negligence of the Released Parties defined below, and **I hereby voluntarily and willingly assume all such Risks and any other damages, liabilities, losses or expenses to my person or personal property which I incur as a result of my participation in the Event.**
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: LTF Triathlon Series, LLC, Life Time, Inc. and its affiliates and subsidiaries, US Road Sports and Entertainment Group of Florida, LLC, US Road Sports & Entertainment Group, LP, Life Time Miami Marathon and Half Marathon®, Fit Nation Foundation, US Road Sports 13.1, LLC, US Road Sports & Entertainment of Georgia, LLC, US Road Sports & Entertainment of New Jersey, LLC, US Road Sports & Entertainment of Chicago, LLC, HL Racing Management, CBANK and each of their respective subsidiaries, affiliates and lenders, the School Board of Miami-Dade County, Florida (d/b/a Miami-Dade County Public Schools) and their members, officers, and employees, Miami-Dade County Public Schools Department of Transportation and approved transportation affiliate(s), City of Miami, Bayfront Park, USATF, Life Time Tropical 5K, Life Time Kids Run Miami Program, all Event sponsors, and all Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies, all government agencies (including but not limited to fire, police, and ambulance personnel) representing the territory in which the Event will be held and are providing support for the Event, medical personnel, contractors, and volunteers, USATF officials, 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, contractors, subcontractors, and volunteers, (Individually and Collectively, the “**Released Parties**” or the “**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 for any property damage or personal injury 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. **RELEASE FOR PERSONAL LIKENESS:** I understand that Life Time, Inc. Life Time Triathlon, LLC, and/or those authorized by Life Time, Inc., or Life Time Triathlon, LLC (including third party sponsors), 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 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.
7. **DATA PRIVACY:** I understand and agree that Life Time is collecting Personally Identifiable Information (“PII”) through its subsidiaries, Athlinks and ChronoTrack, for the purposes of completing my registration for and participation in the Event. If I have a pre-existing Athlinks or ChronoTrack account, I understand and agree that my PII may be shared with the Event Organizers in order to facilitate my registration for the Event. If I do not have a pre-existing Athlinks or ChronoTrack account, I understand and agree that my PII inputted for purposes of registration for the Event will be governed by the privacy policy found at <https://athlinks.com/home/privacy>. I further understand and agree to Life Time retaining my personal information for as long as permitted or required by applicable law or business practices.
8. **DISMISSAL:** I understand that Event Organizer reserves the right, in its sole discretion, to dismiss any participant 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 shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflict of laws.
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. **FORCE MAJEURE.** In the event that the Event(s) or any portion thereof are cancelled or omitted because of war, an Act of God, inclement weather, natural disturbances, fire, public emergency, disaster, or necessity, plague, epidemics of health or other, national or state emergency, riot, acts or threats of terrorism or criminal activity, unavoidable casualty, race course conditions, legal restriction, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control of Life Time, the same shall not constitute a breach of this Agreement. If any or all of the Event(s) are cancelled or omitted as described above, Life Time, in its absolute and sole discretion, shall determine whether refunds, credits, or transfers will be issued, granted, or permitted.
12. **COMMUNICATIONS:** I understand Event Organizers may use my contact information, such as my phone number or email address, to contact me in the event that the Event is delayed, cancelled, an emergency occurs, or to provide me with updates and relevant information regarding the Event.
13. **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.

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 I sign this form both online and on-site, I agree that the on-site version of this form, as that version may be amended from the on-line version, will be binding. This agreement is effective in regard to my enrollment or participation in the activities from the date signed through the completion of all activities, and this Agreement shall remain in full force and effect following completion of all activities. I agree that the contents of this Agreement will take precedence over any other forms or contracts I may sign in connection with these activities. 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

 Date

 Signature

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 participant is under the age of 18)

 Print Name

 Date

 Signature