

LIFE TIME MIAMI MARATHON & HALF DIAPER DERBY ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE LIFE TIME, INC., LIFE TIME FOUNDATION, LTF TRIATHLON SERIES, LLC., AND OTHER PARTIES.

IN CONSIDERATION of Life Time, Inc., and LTF Triathlon Series, LLC. ("Life Time") allowing my participation in the DIAPER DERBY at the LIFE TIME MIAMI MARATHON & HALF (the "Event"), (or, if signing on behalf of a minor participant as the parent or legal guardian, the Minor Participant's participation in the Event) I, the undersigned, and on behalf of my spouse, heirs, next of kin, Minor Participant, 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, or the Minor Participant, am in good health and physically fit to participate in the Event; (ii) I, or the Minor Participant, 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, or the Minor Participant, 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 acknowledge that there are dangers, hazards and risks of injury or damage, some of which are inherent in my presence at or participation in the Event.

a. Risks. Participation in the Event maybe an extreme test of my physical and mental abilities. I understand the dangers, hazards, and risk of injury or damages ("Risks") may include accidents, tripping, falling down, slips, loss of footing or balance, including "slip and falls", contraction of an infectious disease or illness, drowning, contact or collision with other participants, spectators, pedestrians, vehicles or other natural or manmade objects; danger from adverse weather, imperfect course conditions, participants of varying skill levels, 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, and inadequate safety measures; unmaintained and/or unmarked trails, roads, bridges, or other running surfaces; loss, theft, damage, or misuse to property or information, including vehicles, equipment, files or systems; equipment failure, malfunction or misuse; acts of terrorism or criminal activity.

b. Injuries. I understand that such injuries and 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, Minor Participants, or other participants, including: 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, and contraction of infectious diseases or illnesses; aggravation of pre-existing

injuries or medical conditions; pain and suffering; 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; lost wages or lost earning capacity; and other disability, impairment, incapacity, accidents or incidents that may result in injury or damage.

c. Time Limits. I understand that there will be cutoff times for the operation of aid stations and course sweepers. I understand and acknowledge that if I choose to continue in the Event after these cutoff times have passed, that I 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. I further understand and acknowledge that if I choose to continue after the cutoff time that I will not hold the Released Parties or Event Organizers (defined below) responsible with respect to any Claims from my presence at or participation in the Event.

I understand these Risks and Injuries (collectively, "Risks of Injury") may be caused, in whole or in part, by my own actions or inactions, the actions or inactions of other participants, or by the NEGLIGENCE OF LIFE TIME, to me, Minor Participants, other participants, and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE 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 or the Minor Participant, to transport me or the Minor Participant 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 or the Minor Participant's health. I represent that I, or the Minor Participant, am healthy enough to engage safely in the Event and that I have had the opportunity to talk to a doctor prior to the Event, which Life Time strongly recommends. I consent to emergency care by Life Time for me and the Minor Participant. 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 or the Minor Participant in connection with the Event.

4. RELEASE OF LIABILITY: I, on behalf of myself and the Minor Participant, voluntarily and forever release and discharge, covenant, and agree not to sue Life Time, Inc., LTF Triathlon Series, LLC, the Life Time Foundation, the City Parks Foundation, 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, contractors, subcontractors, volunteers and the City of New York (Individually and Collectively, the "Released Parties" or the "Event Organizers"), with respect to any liability, claims, demands, causes of action, damages, loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature, whether known or unknown ("Claim(s)") from my or the Minor Participant's presence at, or participation in, the Event, which may arise out of, result from, or relate to any alleged or actual NEGLIGENCE OF LIFE TIME or breach of any express or implied warranty of the Released Parties.

a. Negligence Claims. I understand that Negligence Claims include Life Time's: negligent design, construction, repair, maintenance, operation, supervision, monitoring, or provision of the Event course; negligent failure to warn of or remove a hazardous, unsafe, dangerous, or defective condition; negligent failure to enact guidelines, standards, and protocols that reduce and/or prevent the spread of infectious disease or illness; negligent failure to provide or keep the Event course in a reasonably safe condition; negligent provision of or failure to provide emergency care; negligent hiring, selection, training, instruction, certification, supervision, or retention of employee, independent contractors or volunteers, negligent collection, use, disclosure, or storage of personal, sensitive or other information; or other negligent acts or omissions. I specifically agree that if I (on my own behalf, on behalf of another, or a Minor Participant) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time to defend the Negligence Claims and all other Claims based on the same facts.

5. INDEMNIFICATION: I further agree that if, despite this Agreement, I, or anyone on my behalf or on behalf of the Minor Child, makes a Claim against any of the Released Parties, I agree to indemnify, defend and hold Life Time harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Life Time by any other person (including but not limited to by any other participant, any family member who is not an Event participant, or any other person or entity) arising out of, resulting from, or caused by my participation in the Events, or the participation of the Minor Participant, children, or other participants. My agreement to defend Life Time means that I will pay all of Life Time's fees and costs incurred to defend a Claim from the date the Claim is asserted. My agreement to indemnify and hold Life Time harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by Life Time to resolve the Claim.

6. PARENT OR GUARDIAN AGREEMENT: If I am the parent or legal guardian of a participant under the age of 18, ("Minor Participant"), I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of each Minor Participant, including but not limited to the right and authority to execute this Agreement on the Minor Participant's behalf. By signing this Agreement, I am binding each of my Minor Participant to its terms, including but not limited to the ASSUMPTION OF RISK, MEDICAL RELEASE, RELEASE OF LIABILITY, INDEMNIFICATION, IMAGE AND LIKENESS RELEASE and DATA PRIVACY provisions. If, despite this Agreement, I, or anyone on the minor's behalf, makes a Claim 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.

7. IMAGE AND LIKENESS RELEASE: Life Time may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me or the Minor Participant during the Event ("Images"). I hereby irrevocably consent to and grant Life Time the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize any and all such Images (and the right to sublicense such images through unlimited levels of sub-licensees) in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction or notification, and without compensating me in any way, and to authorize others to do the same. Without limiting the foregoing, I hereby consent to Life Time's use of the Images for commercial and promotional use, including on social

media. Life Time may change, modify, rearrange, add, delete or otherwise alter such Images. I waive any right to inspect, approve, or edit such Images as used by Life Time.

8. DATA PRIVACY: I understand and agree that Life Time is collecting Personally Identifiable Information (“PII”) in conjunction with registration services offered by the City Parks Foundation for the purposes of completing my or Minor Participant’s registration for and participation in the Event. I understand and agree that the PII may be shared with the Event Organizers in order to facilitate my registration for the Event. I understand and agree that any PII shared with Event Organizers may be governed by those parties’ own, separate privacy policies that Life Time is not responsible for. 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.

9. DISMISSAL: I understand that Life Time reserve 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 or the Minor Participant is dismissed or departs for any reason, I agree I am responsible for all costs of departure, if any, whether for medical reasons, dismissal, personal emergencies, or otherwise.

10. 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 the Event Organizers, 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.

11. STROLLERS: I ACKNOWLEDGE THAT STROLLERS MAY BE PERMITTED IN THIS Event and accept the dangers associated with strollers on the Event course. If I am participating with a stroller, I assume all risk and Life Time accepts no liability for any incidents that may result from my actions as the stroller driver and/or the child’s actions as the stroller passenger. I understand the six (6) month minimum age requirement for children in strollers. I certify that I am providing my own stroller for use during the Event. Life Time will neither inspect nor guarantee that any stroller is fit to be used in the Event. If I am participating with a stroller, I will start in the designated stroller wave. I further understand that, in addition to myself, the terms and conditions of this waiver apply to the participating child(ren).

12. COMMUNICATIONS: I expressly consent to allowing Event Organizers to use my contact information that I have provided to Life Time, 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. ELECTRONIC SIGNATURES: Any electronic signature of a Party, whether encrypted or signed, scanned, and uploaded, is considered valid and effectively binds the Party to the Agreement. An electronically signed document, including the Agreement, will be deemed (i) “written” or “in writing”, (ii) signed, and (iii) constitutes a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

14. PREVAILING LANGUAGE: I understand the English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

15. 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. 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. 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. I understand that Life Time may assign this Form to other entities or individuals (“Assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with Life Time’s and other Released Parties’ rights and protections under this form. 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 the Event. 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.

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 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 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.

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).

PARENT/GUARDIAN SIGNATURE

Print Name

Date

Signature

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Name of Minor Participant