

**LIFE TIME EVENT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY 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 FITNESS, 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 Fitness, Inc., LTF Triathlon Series, LLC and their subsidiaries, affiliates, employees, representatives, volunteers, and agents ("Life Time") allowing my participation in the Life Time New York City Triathlon; 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"); **PARTICIPANT REPRESENTATIONS:** I hereby represent that (i) I am in good health and physically fit to participate in the Event; and (ii) have not been advised against participating in the Event by a qualified health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. **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 these dangers, hazards and risks, 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: the potential for serious bodily injury, permanent disability, paralysis and death; drowning; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, animals, pedestrians, vehicles, or other natural or manmade objects; dangers arising from adverse weather; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; and other 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. **RELEASE OF LIABILITY:** I hereby Release, Waive and Covenant Not to Sue: Life Time, 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 parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees 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 ordinary negligence of the Released Parties. **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. **RELEASE FOR PERSONAL LIKENESS:** 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. **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, police activity, acts/threats of terrorism, or other reasons, including those beyond the Related Parties' reasonable control. If the Event is cancelled or altered as described above, ***no refunds, credits or transfers will be issued, granted or permitted.*** **PARTICIPANT WARRANTIES:** 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.