

In consideration of the foregoing, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns, waive and release any and all rights, claims and courses of action I have or may have against EnMotive, Zoom Multisport Racing, Z Plus Health and Fitness, and its affiliates, their agents, employees, officers, directors, successors and assigns and any and all sponsors, their representatives and successors, that may arise as a result of my participation in the Dayton Triathlon & Multisport Festival and any pre- and post- event activities. I attest and verify that I am physically fit and have sufficiently trained for the completion of this event and my physical condition has been verified by a licensed medical doctor. Further, I hereby grant full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose including commercial advertising, without monetary payment to me.

AND

In consideration of **Zoom Multisport Racing, LLC, Z Plus Health And Fitness, Bridge the Gap Communications, Anthony M. Mominee II, Rebekah Brately, Nicholas Curry, all of our staff and volunteers, our timing company Speedy Feet, the State of Ohio, the community of Springfield, Clark County, our event venue Buck Creek State Park, the Ohio Department of Natural Resources and the U.S. Army Corp of Engineers, and our contractors (Individually and Collectively, the "Released Parties" or "Event Organizers")** for allowing me to participate in any of the Released Parties events (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, 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. I hereby represent that** (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. (iii) I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
- 2. I understand and acknowledge** the physical and mental rigors associated with triathlon, duathlon, running, cycling, and swimming events, and realize that running, bicycling, swimming and other portions of such. Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("**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 negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. I understand that races and events will be held unless

race management, in consultation with local safety officials, determines that race conditions are too dangerous and that Zoom Multisport Racing, LLC & Z Plus Health And Fitness does not offer any refunds.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT, USATF, USOC and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment. **I agree to be familiar with and to abide by** the laws of the United States, the State of Ohio and Clark County. I will also abide by and follow all traffic laws while participating in this event.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the **Released Parties & 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") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. 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 any may be incurred as the result of such claim.

5. I grant the Event Organizers the right to take photographs and video of me and my property and I authorize the Event Organizers to copyright, use and publish the same in print and/or electronically. I agree that the Event Organizers may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, 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. Or, 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 on behalf of the minor 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.

By signing this, you agree to all the statements and policies listed above.