

WAIVER & RELEASE OF LIABILITY

EVENT: COLUMBUS TRIATHLON & MULTISPORT FESTIVAL AT DEER CREEK – 1/3 IRON, OLYMPIC & SPRINT TRIATHLONS, DUATHLONS, AQUABIKES, AQUATHLONS, 3K & 5K OPEN WATER SWIM & BEGINNER TRIATHLON (1/3 IRON TRIATHLON, 1/3 IRON DUATHLON, 1/3 IRON AQUABIKE, 1/3 IRON AQUATHLON, OLYMPIC TRIATHLON, OLYMPIC DUATHLON, OLYMPIC AQUABIKE, OLYMPIC AQUATHLON, SPRINT TRIATHLON, SPRINT DUATHLON, SPRINT AQUABIKE, SPRINT AQUATHLON, 5K OPEN WATER SWIM, 3K OPEN WATER SWIM, BEGINNER DUATHLON, AND BEGINNER TRIATHLON)

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ON THE BALL MANAGEMENT, LLC, ZOOM MULTISPORT RACING, LLC, Z PLUS HEALTH AND FITNESS 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.

ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)

IN CONSIDERATION of On The Ball Management, LLC dba All Sports Timing & Race Management and dba All Sport FUNDamentals & Zoom Multisport Racing, LLC & Z Plus Health and Fitness (all herein collectively referred to as "Company") allowing me to participate in any Company (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");

I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport 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 in any portion of the event 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 Company and 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, and RELEASE Company and its agents and representatives for any and all liability arising out of my participating in this event.

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. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event. 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 understand that at this event or related activities, I may be photographed. I agree to allow my photo, pertinent race information, and video or film likeness to be used for any legitimate purpose by Company, the event holders, sponsors and/or assigns.

Company, its staff and volunteers are not responsible for my personal items that are stored in the transition area during check-in, race time and check-out. I understand that Company will provide staff/volunteers to oversee the area in an attempt to but not a guarantee to prevent any damage or theft to my belongings.

I understand that the race entry is non-refundable and non-transferrable. I understand that Company has the right to pull my race number/disqualify me at any time if I try to sell my race number illegally (Craigslist, etc). I also understand that if I

illegally transfer my race number to another person, I release Company and all entities associated with the event. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read this AWRL, and certify my consent to the terms herein.

I hereby understand and release Company and its affiliates from acts of God, weather, and any and all unforeseen events and actions leading up to, during and post event.

I understand that all participants must pick up their own registration packets. I understand that my friend or family member will not be able to pick up my packet for me.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Owners, Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues, Company, its employees and volunteers, and all municipal agencies whose property and/or personnel are used, 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 attorney's 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.

Additionally I understand that the roads on the bike portion of the event are open and that I must stop at all stop signs and obey all Ohio traffic laws regardless of whether a safety officer (police or park ranger) is present and/or directing traffic. I also understand and agree that helmets are required to be worn and fastened at all times while I am on my bike and on the bike course.

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 registering for this event and participating herein (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 agree to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for this registration 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. I have read this AWRL, and certify compliance by completing this registration which is the electronic equivalent of my signature.

PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years old)

If you are registering a participant under the age of 18 you agree and confirm that you are the Parent and/or Legal Guardian to the minor you are registering and that you have the authority to make legal decisions for the minor. 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). The person registering the minor is the parent and natural guardian or legal guardian and does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the athlete is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the race entry form is true and complete. If, despite this Agreement, I, or anyone on the minor's behalf, make 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. I have read this AWRL, and certify compliance by completing this registration which is the electronic equivalent of my signature.