

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, I Am Athlete, LLC ("imATHLETE"), SportsWare, Inc. and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

#### imATHLETE REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

##### 1. Authority to Register and/or to Act as Agent.

You represent and warrant to imATHLETE that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, imATHLETE refers to I Am Athlete, LLC and any and all subsidiaries, affiliated entities, or entities that control or are controlled by I Am Athlete, LLC, singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

##### 2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE imATHLETE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

### 3. Limitation of Liability; Disclaimer of Warranties.

imATHLETE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE imATHLETE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH imATHLETE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF imATHLETE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF imATHLETE IS AT YOUR SOLE RISK. imATHLETE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. imATHLETE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

imATHLETE makes no warranty that the imATHLETE sites' services will be uninterrupted, secure or error free. imATHLETE does not guarantee the accuracy or completeness of any information in, or provided in connection with, the imATHLETE sites. imATHLETE is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the imATHLETE sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

### 4. Indemnification.

You agree to indemnify and hold each of imATHLETE harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of imATHLETE or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <https://www.imATHLETE.com/account/info/TermsOfUse.aspx>

### 5. Applicable Law; Consent to Jurisdiction.

The imATHLETE sites (excluding linked sites) are controlled by imATHLETE from its offices within the State of California, United States of America. By completing this event registration, both you and imATHLETE agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the imATHLETE sites. You agree that exclusive jurisdiction for any dispute with imATHLETE resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving imATHLETE or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

### 6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.