

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AN 2026 Athletic Event Individual Volunteer Waiver 9.8.2025 D DEPRIVES YOU OF THE RIGHT TO SUE LIFE TIME, INC., ITS SUBSIDIARIES, AFFILIATES, 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 LTF Triathlon Series, LLC. and its subsidiaries, affiliates, employees, representatives, and agents ("Life Time") allowing my participation as a volunteer in the Little Sugar MTB, Big Sugar Gravel including as a volunteer for the race, finish festival, expos, and any other event-related activity (the Little Sugar MTB, Big Sugar Gravel); 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, Arbitration, and Indemnity Agreement (the "**Agreement**");

1. **VOLUNTEER REPRESENTATION.** I hereby represent that (i) I am in good health and physically fit to participate as a volunteer for the Event; (ii) have not been advised against volunteering for the Event by a qualified health professional; (iii) I am at least 18 years of age (or this agreement is agreed to by my parent, natural guardian, or legal guardian); (iv) I will abide by any and all venue rules, restrictions, and instructions provided by Life Time and/or the Event Organizer (as defined below) (collectively, the "Rules"); (v) I will abide by the Proper Conduct rules set out in Section 7 of this Agreement; and (vi) I will obey any and all laws, regulations, and local ordinances, including, but not limited to, traffic regulations. I understand that I should not volunteer unless medically able and represent that I am in good health and physically fit to volunteer. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate as a volunteer for the Event.
2. **NO EMPLOYMENT RELATIONSHIP.** I hereby understand and agree that as a volunteer, I am not, will not be considered, and will not become an employee of Life Time within the meaning or application of any federal, provincial, state, county, or local laws or regulations by virtue of my provision of volunteer services to Life Time under this Agreement.
3. **ASSUMPTION OF RISK.** I understand and acknowledge that the Athletic Event in which I am serving as a volunteer is an event of Life Time. I understand and acknowledge that there are dangers, hazards, and risk of injury or damages, including but not limited to physical and property damages, by volunteering at the Event, whether on or off Life Time premises, including but not limited to the organization, oversight and active monitoring of the run, bike and swim events, as well as all set-up and transferring of equipment and the race course. I understand and agree that volunteering involves many risks and hazards, some of which are inherent to the very nature of the activities involved in the volunteering, others of which may result from negligence, including but not limited to: tripping or falling for any reason; injuries from lifting; collisions or accidents with other volunteers, Event participants, spectators, media personnel, medical personnel, pedestrians, vehicles or other natural or manmade objects; contraction of an infectious disease or illness; equipment failure; danger from adverse weather; exposure to extreme conditions and circumstances; criminal acts or acts of terrorism by third parties; and travel to and from different areas of the race course. I agree that if I believe conditions are unsafe, I will immediately discontinue participating in such volunteer activity or service. I understand and agree that these risks may result in major or minor injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to bruises; scrapes; sprains; torn muscles or ligaments; broken bones; strokes; heart stress; heart attacks; paralysis; disfigurement; heat stress and/or heat stroke; frost bite and/or hypothermia; dehydration; concussion; contraction of infectious diseases or illnesses; aggravation of pre-existing injuries or medical conditions; death; complications arising from personal, mental, physical or emotional state, including emotional distress, embarrassment, humiliation, or shock; or other forms of pain or suffering ("**Risks**"). I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury. I understand these Risks may be caused, in whole or in part, by my own actions or inactions, **the actions or inactions of other volunteers, spectators, media personnel, representatives, subcontractors, medical personnel or Event participants**, or by the NEGLIGENCE OF LIFE TIME, to me, minor volunteers, Event volunteers, and/or other persons. I FULLY UNDERSTAND AND VOLUNTARILY AND WILLINGLY ASSUME THE RISKS.
4. **MEDICAL RELEASE.** I authorize Event staff, representatives, contractors, subcontractors, or other medical personnel to obtain or provide medical care for me, to transport me 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 health. I consent to emergency care by Life Time for me. 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 in connection with the Event. I further acknowledge and agree that if I refuse any medical treatment that is recommended by Event staff, other volunteers, representatives, contractors, subcontractors, or medical personnel, that I am doing so at my own risk.
5. **RELEASE OF LIABILITY.** I hereby Release, Waive and Covenant Not to Sue: Life Time (including, without limitation, Life Time, Inc. and LTF Triathlon Series, LLC, and their subsidiaries and affiliates), any Event sponsor, exhibitor, and vendor; any host city or host county; local organizing committee; venue or property owner upon which the Event takes place; law enforcement agency or any other public entity 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, subcontractors,

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 (“Claim(s)”)** from my use of, presence at or participation in the Event, which may arise out of, result from, or relate to the alleged or actual negligence or breach of any express or implied warranty of the Released Parties.

6. **INDEMNIFICATION.** I further agree that if, despite this Agreement, I, or anyone on my 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 Claim which may be incurred as the result of such Claim. I agree to pay all costs and attorney’s fees incurred by any Released Party in defending a Claim brought by or on behalf of myself.

I further agree to indemnify, defend, and hold Life Time harmless to the fullest extent permitted by law from and against any Claims brought by a third party arising out of, resulting from, or related to (i) my breach of this Agreement or (ii) any illness, bodily injury, or death of any person, or any property damage to real or tangible personal property caused by (a) my participation as volunteer at the Event or (b) my presence at the Event.

7. **PROPER CONDUCT.** I acknowledge and agree that by participating as a volunteer at, or being present at, the Event, I must conduct myself in a proper, appropriate, and respectful manner and must comply with the Rules at all times. I agree that I will not act disrespectfully towards Life Time, any Event Organizer, participants, or any other person. Disrespectful conduct may include, but is not limited to, being vulgar, profane, indecent, offensive, hateful, discriminatory, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or any other conduct or communications that Life Time, in its sole discretion, deems inappropriate. I understand that Life Time reserves the right, in its sole discretion, to (i) immediately dismiss me from the Event and/or (ii) ban me temporarily or for life from participating as a volunteer in any future events hosted by or affiliated with Life Time if Life Time deems my conduct improper, inappropriate, disrespectful, or in violation of the Rules. If I am dismissed or expelled for improper, inappropriate, or disrespectful, I agree I am responsible for all costs of dismissal.
8. **IMAGE LIKENESS RELEASE AND AUTHORIZATION.** I understand that Life Time and its employees, representatives, agents, contractors, sponsors, vendors and other third parties (“Event Media”) may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me during the Event (“Images”). I hereby irrevocably consent to and grant the Event Media 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 Event Media’s use of the Images for commercial and promotional use, including on social media. Event Media 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 Event Media.
9. **DISMISSAL; DEPARTURE.** I understand that Event Organizer reserves the right, in its sole discretion, to dismiss any volunteer from the activities. I further understand that I have the right, in my sole discretion, to depart from the Event for any reason. If I am dismissed or depart for any reason, I agree I am responsible for all costs of departure whether for medical reasons, dismissal, personal emergencies, or otherwise.
10. **GOVERNING LAW.** This Agreement is governed in accordance with the laws of the State of Minnesota, without regard to principles of conflict of laws.
11. **ARBITRATION.** I understand and agree that any disputes which may arise regarding the interpretation or application of this Agreement, or that in any way relate to my relationship with Life Time, will be resolved through a process of binding arbitration (“Potential Claims”). I agree not to bring or participate in any class arbitration, class action, or collective action against Life Time that asserts any of the Potential Claims. The arbitrator will be chosen from among a randomly selected panel of five retired Hennepin County or Minnesota federal judges who are registered Rule 114 qualified neutral arbitrators. Each side shall have the right to strike two arbitrators from the list. The remaining arbitrator shall arbitrate any dispute in accordance with the Employment Arbitration Rules of the American Arbitration Association (“AAA”) and the Uniform Arbitration Act. The prevailing party in any arbitration shall be entitled to recover its attorneys’ fees and costs incurred to enforce this Agreement. This Agreement does not affect my right to file a charge with, make a complaint to, participate in a charge made to, or bring any matter to the attention of a federal, state, or local agency or administrative body; however, I can only seek monetary relief for a Potential Claim through the arbitration procedure outlined in this Agreement. I agree to waive any and all rights to a trial by jury on the Potential Claims. I agree not to bring or participate in any class action or collective action against Life Time in any forum, including but not limited to arbitration or court, that asserts, in whole or in part, any claims that arose before I signed this Agreement, whether or not such claims (if brought by me individually) are covered by this Agreement. However, I am not releasing my right to participate in any putative or certified class actions that were filed before I signed this Agreement.
12. **ASSIGNMENT.** I understand that Life Time may assign this Agreement to other entity/s or individual/s (“Assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this Agreement, consistent with Event Organizer’s and other Released Parties’ rights and protections under this Agreement.
13. **NOTICE TO MEDICAL PROFESSIONALS.** I understand that Life Time does not insure me for any activities that I may be involved in

as a volunteer providing medical services for Life Time. Any insurance coverage related to my provision of medical services would be through personal insurance, and Life Time has no responsibility or liability for claims of injury resulting from my provision of medical services. I understand that Life Time is under no obligation to provide, carry or maintain medical malpractice insurance coverage for any medical professional Volunteer.

14. **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.
15. **ADDITIONAL TERMS:** 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. This Agreement is effective in regard to my enrollment or participation in the Event from the date signed through the completion of the Event, and this Agreement shall remain in full force and effect following completion of the Event. Unless otherwise stated herein, 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 agreement both online and on-site at the Event, I agree that the executed on-site version of this agreement shall be binding against me and shall govern over the executed online version of the agreement as the on-site version may be amended from the online version.

Print Name

Phone Number

Email Address

Signature

Date

Emergency Contact Name

Emergency Contact Phone Number

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). 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 Claims which any may be incurred as the result of such Claim.

PARENT/GUARDIAN SIGNATURE (required if volunteer is under the age of 18)

Print Name

Date

Signature