

Athlete Waiver and Release Agreement. I acknowledge that training for and/or participating in a fitness activities such as strength training, bicycling, running, swimming, triathlon are an extreme test of a person's physical and mental limits and such training or participation poses potential risks of serious bodily injury, death, or property damage. With full understanding of the risks I am taking, I HEREBY ASSUME ALL THE RISKS OF TRAINING FOR AND PARTICIPATING IN SUCH ACTIVITIES and EVENTS and agree to the following: Experience Triathlon LLC has been retained to assist me in the improvement of my fitness. I hereby attest that I am in good health and my physical condition has been verified by a licensed medical doctor and, furthermore the licensed medical doctor has been advised that I intend to participate in these activities. In consideration of being accepted as a fitness client by Experience Triathlon LLC, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf: (a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, costs, or liabilities for death, personal injury or damages of any kind, which arise out of or relate to my training, THE FOLLOWING PERSONS OR ENTITIES: Experience Triathlon LLC, LifeStart Wellness Group, Spokes Bikes; (b) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims, costs or liabilities that I have waived, released or discharged herein; and (c) I INDEMNIFY, DEFEND, and HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions except those resulting from the willful acts or gross negligence of entities mentioned above. I am solely responsible for my debts. I agree to pay collection fees, including a reasonable attorney's fee and costs of litigation, if my debts are 60 or more days overdue. I agree to abide by the laws of the State of Illinois and to litigate any disputes between myself (the Client) and Experience Triathlon LLC within the legal jurisdiction of Illinois, (DuPage County) I AFFIRM THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS DOCUMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS AND AM INCURRING SIGNIFICANT LEGAL LIABILITIES. I HAVE BEEN SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY IF I DO NOT UNDERSTAND ANY PORTION OF THIS RELEASE AND AGREEMENT.