

ATHLETIC EVENTS VOLUNTEER WAIVER

ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION AGREEMENT

1. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I acknowledge that the Athletic Event in which I am serving as a volunteer is an event of Life Time Fitness, Inc., including its affiliates, subsidiaries, owners, operators, employees, agents, vendors and volunteers (collectively Life Time Fitness). I understand and agree that there are risks of significant injury, whether caused by me or someone else, by volunteering at the Athletic Event, whether on or off Life Time Fitness premises, including but not limited to the organization, oversight and active monitoring of the run, bike and swim events, as well 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, lifting, collisions, equipment failure, weather conditions, accidents with participants or other volunteers 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 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 sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death, or other forms of pain or suffering. I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury.

2. **WAIVER OF LIABILITY AND INDEMNIFICATION.** I agree to release and discharge from all liability, and waive all claims, demands and actions against Life Time Fitness for any and all injuries, harms, or damages sustained in connection with me volunteering for the Athletic event, which result from the negligent acts or omissions of me, Life Time Fitness, other volunteers or participants in the Athletic Event. I agree to defend, indemnify and hold Life Time Fitness harmless against any and all claims brought by anyone against Life Time Fitness related to such injuries, harms or damages, including but not limited, to payment of Life Time Fitness's reasonable attorney's fees and costs incurred in defending a claim demand or action waived herein.

3. **PERSONAL LIKENESS RELEASE AND AUTHORIZATION.** I hereby irrevocably consent to and grant Life Time Fitness the exclusive and unlimited right to photograph, videotape/audiotape, and otherwise record my name, image, likeness, voice, biographical material, and oral and written statements (together, My Likeness) during my volunteer service for the Athletic Event, and to use and reproduce any and all works containing any part of My Likeness made by or on behalf of Life Time Fitness, during my volunteering, for any lawful purpose, including public distribution, and in any medium now known or hereafter developed, including but not limited to advertisements, testimonials and placement on LTF Vision, mylt.com or lifetimefitness.com or other social networking sites, including but not limited to, Facebook or YouTube. I acknowledge that I will not receive any other consideration from Life Time Fitness for the use of My Likeness. Life Time Fitness may reproduce, digitize, modify, change, rearrange, add to, delete from, alter, adapt, or otherwise make use of or reproduce My Likeness at Life Time Fitness' sole discretion. I waive the right to inspect, approve or edit any such use or reproduction. I hereby release Life Time Fitness from any liability, loss, demands, claims or causes of action, whether known or unknown, for defamation, invasion or other violations of rights to publicity, privacy or personality, or any similar matter relating to the use or reproduction of My Likeness, and for any loss, damage, or injury, that I may sustain.

I have read the above thoroughly and understand the terms. My volunteering for the Athletic Event as well as my agreement to the foregoing are both purely voluntary and I elect to do so in spite of the risks.