

ATHLETE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING: READ THIS DOCUMENT CAREFULLY. I UNDERSTAND AND AGREE THAT THE FOLLOWING IS A COMPLETE RELEASE AND WAIVER, AND THAT BY SIGNING IT, I GIVE UP ANY CLAIM FOR INJURY OR ILLNESS OF ANY KIND, INCLUDING RESULTING IN MY DEATH, OR LOSS OR DAMAGE TO MY PERSONAL PROPERTY. I FURTHER UNDERSTAND THAT, BY SIGNING THIS AGREEMENT, I WAIVE MY RIGHT TO A JURY TRIAL.

In consideration of the acceptance of my application for coaching by Boulder Coaching, LLC ("Boulder Coaching") and the coaching services provided by Boulder Coaching to me, I agree as follows:

1. I hereby acknowledge that I have read and understand the section of the Boulder Coaching website entitled "Coaching Fees and Program Description" and agree to abide by all terms set forth therein, including payment terms. I further understand and agree that all fees are non-refundable.
2. I hereby permit the free use of my name, photograph, video and other records of my participation with Boulder Coaching for any legitimate purpose, including without limitation promotional materials, broadcasts, telecasts and the press.
3. I understand, agree and represent that running, biking, swimming, training for and/or participating in a triathlon or other multisport or running event, regardless of distance or duration, all of which are the activities in which I may participate while receiving coaching from Boulder Coaching (the "Activities") are dangerous and strenuous activities that carry with them the risk and potential of serious illness, injury, property damage and even death. I further understand, agree and represent that I am voluntarily participating in the Activities with a full understanding of the risks and fully assume all of the risks associated with my participation in the Activities. I hereby attest and verify that I am physically fit and have completed sufficient preparation to enable me to perform the frequency and level of training described by Boulder Coaching and that my physical condition has been verified by a licensed medical doctor. I understand and agree that it is my sole responsibility to determine whether I am sufficiently fit and free from any physical or mental impairment to allow me to participate safely in the Activities at all times while I am receiving coaching services from Boulder Coaching and participating in any of the Activities. I further understand and agree that it is my responsibility to maintain any and all equipment used by me during my participation in the Activities and assume all responsibility for such maintenance. I understand that Boulder Coaching is relying upon the representations made by me in this Agreement in agreeing to provide coaching services to me.
4. On Behalf of myself, my spouse, children, parents, next of kin, heirs, assigns, representatives and all persons acting by, through or on behalf of me or my estate, I HEREBY RELEASE, WAIVE and FOREVER DISCHARGE BOULDER COACHING, including any of its officers, directors, members, managers, volunteers, employees, agents, sponsors, other participants, operators, officials, any persons in any area used by or under the control of such parties, advertisers, owners and lessees of premises used to

conduct any Boulder Coaching activity (the "Premises") and each of them, their officers and employees (collectively "Released Parties"), from any and all liability to me, my spouse, children, parents, next of kin, heirs, assigns, representatives and all persons acting by, through or on behalf of me or my estate for any and all loss, damage or harm of any nature, and any claim or demands therefore, on account of injury to me, illness, damage to my property or my death, whether caused by the negligence, active or passive, of any of the Released Parties or otherwise while I am participating in any activity related or ancillary to the Boulder Coaching program, including any of the Activities identified above.

5. I hereby covenant and agree not to sue any of the Release Parties identified in Paragraph 4 above for any of the claims that I have waived, released or discharged in Paragraph 4 above. I agree to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage or cost, including attorneys' fees, arbitration fees, and costs, incurred in connection with any action or arbitration brought, by me or by any other party on my behalf, or that they may otherwise incur due to my presence in or upon the Premises or in any way competing, officiating, observing, working for, or for any purpose participating in any activity related or ancillary to the Boulder Coaching program and whether caused by the negligence, active or passive, of the Released Parties or otherwise.

6. This Agreement represents the complete understanding between the parties regarding the matters covered by this Agreement, and I have not relied upon any oral statements or representations other than what is set forth in writing in this Agreement.

7. This Agreement may not be modified, unless such modification is embodied in a writing executed by a member of Boulder Coaching LLC.

8. I acknowledge and agree that this Agreement is made and entered into in the State of Colorado. This Agreement will be governed and enforced in accordance with the laws of the State of Colorado without regard to choice of law provisions.

9. All claims, disputes, questions, or controversies arising out of or related to this Athlete Waiver and Release, Assumption of Risk and Indemnification Agreement, including without limitation the construction or application of any of the terms, provisions, or conditions of this Agreement or any claims arising out of or related to my participation in any activity related to or ancillary to the Boulder Coaching program ("Arbitrable Controversies"), will be resolved exclusively in final and binding arbitration in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), or successor rules then in effect. Any such arbitration must be initiated and completed in Denver, Colorado and will be conducted and administered by AAA, or, in the event AAA does not then conduct arbitration proceedings, a similarly reputable arbitration administrator. The arbitrator will apply the substantive law (and the law of remedies, if applicable) of the State of Colorado, and the arbitrator is without jurisdiction to apply any different substantive law. I acknowledge that I am voluntarily agreeing to waive my right to a jury trial and to submit any and all Arbitrable Controversies, claims, causes of action or demands to final and binding arbitration in the State of Colorado. The arbitrator shall be vested with full authority to enforce the indemnification provision above in the event of any action or arbitration and shall award attorneys' fees and costs, including the costs and fees associated with the arbitration, pursuant to Paragraph 5 above.

10. Should any of the provisions of this Agreement be declared or be determined to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected. Any illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

11. Signature pages transmitted by facsimile or in the form of a PDF shall be deemed to be original signature pages.

I have carefully read this agreement and understand that it is a release and waiver of liability, an agreement to indemnify Boulder Coaching LLC and the other Released Parties, and a promise not to sue or make a claim and is intended to be as broad as possible (the "Release"). I am aware that this Release is a contract between the Released Parties and me and that I cannot participate in any Boulder Coaching program unless I enter into this Release, which I am doing of my own free will. In executing this Release, I acknowledge that I have not relied on any representations, inducements or promises made by the Released Parties and that I am under no obligation of any kind to sign this Release (other than as a condition of participating in the Boulder Coaching program). I further represent that I am at least 18 years of age at the time I execute this Agreement.

This waiver, release and indemnification agreement specifically embraces each and every activity sanctioned, authorized or promoted by the Released Parties and applied to each and every program or activity in which I may participate with Boulder Coaching or a Released Party, and has the same effect as if executed after each and every activity or program in which I participate so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

Date:

Signature

Date of Birth:

Printed Name