

WAIVER AND RELEASE FROM LIABILITY

This release of liability, assumption of risk, indemnification and covenant not to sue is an important legal document! By signing it, you are giving up certain rights. BE SURE TO READ IT CAREFULLY BEFORE SIGNING.

In consideration for being permitted to participate in the services provided by or involving RAFA Inc. which includes but are not limited to, personal physical performance programs and classes for triathlon, cycling, swimming, running, and strength training, (individually or collectively, the "Activities") I hereby agree as follows:

1. **RELEASE OF LIABILITY:** I hereby release RAFA Inc. and it's employees, instructors, agents, volunteer staff, representatives, officers, directors, members, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands, or causes of action, whether known or unknown, suspected or unsuspected, arising out of any damage, loss, or injury to me (including my death) or my property as a result of or in any way connected with my participation in any of the Activities, whether resulting from the negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause.
2. **ASSUMPTION OF RISK:** I know and understand the scope, nature and extent of the risks involved in the Activities and that some dangers cannot be foreseen. I understand that these risks include but are not limited to: broken bones; sprains; contusions; lacerations; concussion; heart attack; paralysis; death; falls from, or contact with the ground, road, rocks, walls, or equipment; equipment malfunction; defective or negligent design or manufacture of equipment; negligent operation of the equipment; or negligent instruction or supervision. I further understand that I may be exposed to other risks that may not be foreseeable. I voluntarily and expressly choose to incur all risks, whether known or unknown, associated with the Activities.
3. **AGREEMENT NOT TO SUE:** I hereby agree never to initiate or assist in the prosecution of any lawsuit, cause of action, or claim for damages against the Released Parties. I further agree that my heirs, personal representatives, or any one else claiming on my behalf, shall not initiate or assist in the prosecution of any lawsuit, cause of action, or claim for damages against the Released Parties. If I initiate, or if anyone on my behalf initiates, any lawsuit, cause of action, or claim for damages against any of the Released Parties, I agree that the Released Parties shall be entitled to recover from such suing party all attorneys' fees and costs incurred in the defense of such lawsuit, cause of action or claim and any actions arising therefrom.
4. **INDEMNITY AGAINST THIRD PARTY CLAIMS:** I agree to indemnify the Released Parties from any and all losses, claims, actions, or proceedings of every kind and character, including attorneys' fees and expenses, presented or initiated by any third person or organization as a result of my direct or indirect participation in the Activities, whether resulting from the negligence or other fault, either active or passive of any of the Released Parties or from any other cause.

5. LIMITATION OF WARRANTY: THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FACILITIES, EQUIPMENT OR VEHICLES PROVIDED FOR THE ACTIVITIES. THE RELEASED PARTIES DISCLAIM ALL WARRANTIES EXPRESS, IMPLIED, OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. I ACKNOWLEDGE AND ACCEPT THIS LIMITATION OF WARRANTY.
6. APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE: I agree that the laws of the State of Georgia shall apply to issues involving the construction, interpretation, and validity of this agreement, and that Georgia law shall govern any dispute arising from the Activities. Should this agreement be violated and suit be brought against any of the Released Parties, I hereby waive my rights to a jury trial and I consent to personal jurisdiction and venue in the federal and state courts located in Muscogee County Georgia if any of the Released Parties are the defendant.
7. SEVERABILITY OF PROVISIONS: I agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia. I further agree that if any portions of this agreement are found to be unenforceable or against public policy, only those portions shall fail and I will be bound by the remainder of the agreement. If a portion of any provision is held invalid or unenforceable the remainder of the provision shall remain in full force and effect. I specifically waive any unenforceability or public policy argument that I could make against the Released Parties as a result of my participation in the Activities.
8. CONTINUATION OF OBLIGATIONS: I agree that the terms and conditions of this agreement (i) shall continue in full force and effect at all times that I participate, either directly or indirectly, in the Activities, and (ii) shall be binding upon my heirs, personal representatives, and/or anyone else claiming on my behalf. This agreement supersedes and replaces any prior similar agreement between the Released Parties and myself.
9. PHYSICAL AND MENTAL CAPABILITIES: I confirm that I am physically and mentally capable of (i) participating in my chosen Activities and (ii) using the related equipment. If my mental or physical condition changes after I sign this agreement so that I am no longer capable of participating in the Activities or using the equipment, I will immediately cease participating in the Activities and using the equipment.
10. MEDICAL AUTHORIZATION: I authorize the Released Parties to administer first aid and/or CPR as they deem appropriate in their sole discretion. In the event that I am unconscious or unable to make medical decisions for myself, I authorize the Released Parties, as they deem appropriate in their sole discretion, to obtain emergency medical services and treatment for me including, but not limited to, arranging for transportation to the nearest medical facility. I agree to abide by and be bound by any decision as if they were made by me and will assume full financial responsibility for all medical care and/or

transportation. I acknowledge that it is my responsibility to secure adequate insurance for such first aid and medical care.

11. VIDEO & PHOTO RELEASE: I acknowledge and agree that photographs and/or video may be taken of me while I am involved in the Activities and I hereby grant RAFA INC., its legal representatives, successors and assigns, the irrevocable and unrestricted right to use my likeness in any manner and medium or to publish photographs and/or video images of me for trade, advertising, commercial, and any other business purpose including, but not limited to, as evidence in litigation, and to edit, alter, copy, copyright, exhibit, or distribute the same without restriction. I hereby waive the right to inspect or approve the finished product containing my likeness and waive any right to payment or other compensation arising from the use of my likeness. I hereby release the Released Parties from all claims and liability relating to any photos or videos.
12. RULES AND CONDITIONS: I acknowledge that the Activities I participate in may have rules and procedures for participation ("Rules"). I agree to abide by all Rules in effect every time I participate in the Activities. I acknowledge and agree that The Released Parties may change the Rules at any time at their sole discretion.
13. CERTIFICATION/WAIVER OF RIGHTS: I hereby certify that I am 18 years of age or older and have full legal authority to sign this agreement. I hereby certify that (i) I have read this entire agreement, (ii) I understand it's terms, (iii) I am voluntarily giving up legal rights that I might otherwise have, and (iv) I am signing this agreement knowingly and voluntarily.
14. CERTIFICATION/WAIVER OF RIGHTS BY PARENT: I certify that I am the parent or legal guardian ("Parent") of a participant in the Activities who is not yet 18 years of age and I hereby grant permission for my minor child to participate in the Activities. I represent and acknowledge that I have advised my child to abide by all Rules, and I have the full legal right and authority to grant this permission and sign this agreement on behalf of my minor child. I hereby certify that I have read this entire agreement and understand the terms contained herein and am knowingly and voluntarily giving up the legal rights that I, or my minor child, might otherwise have.

PARTICIPANT

Date

(Printed Name)

Date

Parent or Legal Guardian

Date