READ CAREFULLY. BY COMPLETEING THIS REGISTRATION, YOU ACKNOWLEDGE THERE ARE NO REFUNDS – ALL SALES ARE FINAL. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OR THE RIGHT TO SUE MIDWEST MULTISPORT RACES LLC AND OTHER PARTIES. BY REGISTERING FOR THE RACE AND COMPLETING YOUR PURCHASE YOU HAVE ELECTRONICLLY SIGNED THIS AGREEMENT. DO NOT COMPLETE YOUR PURCHASE UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

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

IN CONSIDERATION OF MIDWEST MULTISPORT RACES LLC, (hereinafter MMRaces) allowing me to participate in this event, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (this "Agreement").

I hereby represent that I am in good health and in proper physical condition to participate in the Event; and I am not under the influence of alcohol or any illicit or prescription drugs and will not be under any such influence at the time of the Event, which would impair my ability to safely participate in the Event. I also agree, represent, and warrant that I will not participate in any Event if I experience symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, of have a suspected or diagnosed/confirmed case of COVID-19. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

I understand and acknowledge the physical and mental demands associated with triathlon, duathlon, or other multisport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease (including but not limited to communicable disease) permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby and voluntarily choose to assume such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

I hereby consent to treatment in the event of an emergency or other incident in which, in the reasonable judgement of on-site and other personnel, I require medal care. I further agree to pay all costs associated with such medial care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify and Hold Harmless the following parties: the Event Owners, Organizers and Promoters, Race Directors, other participants in

this event, Sponsors, property owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, partners, shareholders, members, agents, employees 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 (“Liability”) which may arise out of, result from, or relate to my participation in the Event, and/or any INJURY< ILLNESS OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH RESULTING FROM COVID-19)arising out of or related to the Event, and, with respect to and including claims of Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (through the completion of purchase of this race registration)(including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), 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. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart of this Agreement. 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 certify that I am over the age of majority (18 years of age or older) or I have my parent’s or legal guardian’s consent as below.

IF PARTICIPANT IS A MINOR, PARENT OR GUARDIAN MUST READ AND SIGN BELOW

I am the parent or legal guardian of the above named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally agree to all of the terms or this Agreement and authorize MMRaces or any of its designees, to arrange for any necessary medial treatment for the participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action that I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence or any or all of the Released Parities, or otherwise, to the fullest extent permitted by law.

Completion of this transaction constitutes signature on the part of the Participant or in the case of a Minor, Parent or Guardian.

_____ _____ _____

Signature Print Name Date