



**VESCIO MULTISPORT
PERFORMANCE SERVICES, LLC**

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

(READ CAREFULLY BEFORE SIGNING)

This is a legally binding Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Release"), made voluntarily by me, the undersigned. In consideration of being permitted to participate in, compete in, or observe in any way any training sessions, clinics, events, social gatherings, seminars, fitness regimens (whether performed on VMPS premises, at home, or otherwise), athletic activities, workouts, nutrition counseling, or other activities, including without limitation indoor and outdoor group rides, time trials, races, swim training sessions (including pool and open water swim training sessions), and group runs (each, an "Activity" and collectively, the "Activities"), conducted, administered, designed or recommended by or on behalf of or connection with Vescio Multisport Performance Services, LLC, its affiliates, and/or any of its or their authorized agents, employees and/or contractors (individually and collectively, "VMPS"), I, the undersigned (as parent or legal guardian of a participant who is a minor, if applicable), for myself, my personal representatives, assigns, heirs, and next of kin, hereby:

1. Declare myself physically and mentally sound and suffering from no condition, injury, illness, disease, infirmity, or other impairment that would limit or prevent my participation in the Activities. I acknowledge VMPS has recommended that I obtain a physician's approval prior to my participation in the Activities. I further acknowledge that I have either had a physical examination and have been given clearance by my physician to participate in the Activities, or I have voluntarily decided to participate in the Activities without my physician's clearance. I acknowledge and understand VMPS is not a trained medical professional and that any information provided by VMPS neither constitutes nor serves as a substitute for medical advice. I understand that the nature of the Activities may not permit me to inspect the Activity course and facilities (including adjacent areas thereof) prior to my participation in the Activities and that there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe condition and REFUSE TO PARTICIPATE in the Activity.

2. RELEASE, WAIVE, and DISCHARGE VMPS, its members, shareholders, directors, officers, agents, employees, and landlords, and each of their heirs, successors and assigns (collectively, "Releasees") FROM ANY AND ALL LIABILITY FOR ANY AND ALL LOSS, INJURY, OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE Releasees OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the Releasees based upon any claim arising out of or in connection with any of the Activities.

3. ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, INJURY, DEATH OR DAMAGE arising out of or related to the Activities whether caused by the negligence of Releasees or otherwise.

4. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the Releasees arising out of my injury, death, loss, or damage to my property arising in connection with any Activities and whether caused by the negligence of the Releasees or otherwise.

5. Acknowledge that the Activities ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES of the Releasees.

6. Agree that this Release extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the state or province in which the Activities are conducted.

7. Agree that any personal property stored by VMPS on my behalf (including any bicycles stored by VMPS as part of its "valet" service) will be AT MY SOLE RISK. I further agree that VMPS will have NO LIABILITY FOR LOSS OR DAMAGE OF ANY PROPERTY exceeding the amount paid for the storage of said property regardless of whether such loss or damage is caused by the negligence of VMPS or third parties or by casualty or acts of God.

8. IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS RELEASE OR THE ACTIVITIES.

9. Agree that this Release constitutes the entire understanding between the parties with respect to its subject matter, this Release will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party, and if any portion of this Release is held invalid, the balance will, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____

Date: _____

Print Name: _____

The following is to be executed by a parent or guardian if the individual named above is a minor:

I am the parent or guardian of the minor child named above and I have the legal authority to and hereby do execute this Release on behalf of the child.

Signature: _____

Date: _____

Print Name: _____