



RELEASE & WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Of my own free will, I agree to enter and participate in swimming, biking, running, and triathlon training and other related physical activities including but not limited to group training, personal training, and competition (the “Activities”) with Start-Tri.com LLC (the “Company”) located at 43 Bolton Boulevard, Berkeley Heights, New Jersey and other locations pursuant to the terms contained herein.

I understand the Activities involve risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, (1) EQUIPMENT THAT MAY MALFUNCTION AND/OR BREAK (2) ANY SLIP, TRIP, OR FALL, (3) SERIOUS PHYSICAL INJURY, CONCUSSION, DEATH, AND DISFIGUREMENT, AND (4) NEGLIGENT AND/OR CARELESS INSTRUCTION OR SUPERVISION. I freely accept and assume the any and all risks associated with the Activities.

In consideration of the Company’s agreement to allow me to participate in these activities along with any associated instruction, assistance, and/or training, I, on behalf of myself and my heirs, successors, and assigns, do here and forever **RELEASE AND DISCHARGE AND HEREBY HOLD HARMLESS** the Company, Michael (Mickey) Cassu and their respective members, officers, agents, heirs, assigns, contractors, and employees of any kind, as well as the Company’s other customers and/or participants, and, if applicable, owners and lessors of the premises (collectively, the Releasees”), from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in the Activities, including any injuries or death resulting therefrom.

I represent that I possess the necessary skills and physical ability to participate and compete in the Activities in such a manner that I will not endanger myself, other competitors, spectators, or other persons. I understand that, as a participant and competitor, I am bound by certain New Jersey state laws and the rules of the Company, and any facility hosting these activities. I understand it is my responsibility to inspect the facility and the equipment prior to attempting to participate to avoid accidents and to avoid injury to myself and others. I understand I am responsible for inspection and maintenance of my equipment and any other equipment located within the premises which I may use. I agree to use any equipment, including safety equipment, mandated by the Company and/or the facility hosting the activities.

I recognize that exercise of any kind might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during exercise does exist. These changes include, but are not limited to, abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death. I understand that as a result of my participation in with the Activities, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. I represent that an examination by my physician has been obtained prior to involvement in these Activities and that I have been cleared by such physician to compete in these Activities. I acknowledge and agree that I assume all risks associated with the Activities and any and all competitions, activities and/or exercises in which I participate.

In consideration of the permission to participate in these activities along with any associated instruction, assistance, and/or training, **I RELEASE AND FULLY DISCHARGE the Releasees from any and liability resulting from any personal injury to myself, including, but not limited to, paralysis and death, and damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT AND/OR CARELESS ACT OR OMISSION of any RELEASEE, including any NEGLIGENT AND/OR CARELESS ACT OR OMISSION in:** (a) the preparation, organization, coordination, location, operation, or supervision of the Activities; (b) the preparation, design, location, construction, installation, setting, classification, labeling, operation, inspection, maintenance, repair, or supervision of with the Activities, or any part thereof; (c) the instructions, training, or information given or not given to me concerning the Activities, the Activities' equipment, or any part thereof; (d) posting or failure to post warnings, instructions, signs, or other cautions; and (e) any other activity that may be associated with the Activities.

I accept full responsibility for any injury or damage which may result from participation in the Activities, and it is my intent to **INDEMNIFY** and **HOLD HARMLESS** the Releasees for any injury sustained by me, including death, while participating in the Activities. I agree and covenant not to institute or prosecute, or allow to be instituted or prosecuted or in any way to aid in the institution or prosecution of any lawsuit or claim against the Releasees as a result of any injury or loss to me. I will indemnify, save, and hold harmless each of the Releasees from any litigation expense, including reasonable attorneys' fees, loss liability, damage, and cost any Releasee may incur as a result of any claim.

In accordance with New Jersey and New York law, nothing in this Release and Waiver of Liability and Indemnification Agreement should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of any Releasee.

I hereby authorize the Company, staff, representatives, contractors, or medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery, and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by the Company, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing, or other purposes.

Company may assign this Agreement to other entity's or individual's at any time, and any such assignment will grant assignees the full rights and protections accorded in this agreement, consistent with Company's and other Releasees' rights and protections under this agreement.

This agreement is effective in regard to participant's enrollment or participation in the Activities from the date signed through the completion of all Activities and this agreement shall remain in full force and effect following completion of all Activities.

MUTUAL WAIVERS OF JURY TRIAL - EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON THIS AGREEMENT; ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ACTIVITIES; OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS BY ANY PARTY. THIS MUTUAL WAIVER IS GIVEN AS A MATERIAL INDUCEMENT FOR COMPANY TO ALLOW PARTICIPANT TO PARTICIPATE IN THE ACTIVITIES AND SHALL APPLY, WITHOUT LIMITATION, TO ALL CLAIMS ASSERTED AGAINST ANY OF THE RELEASEES.

This agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

I further understand and agree to grant to Company and its respective affiliates, designees, and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph, and/or visual likeness of me and/or my family members (collectively "images"), with right to sublicense, during the Activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by the Company and I waive any inspection or approval rights. I understand and agree that my name, age, and any competition results may be available to the public during and after the Activities.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE START-TRI.COM LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, SUCCESSORS, ASSIGNS, AGENTS, OR EMPLOYEES FOR CERTAIN CLAIMS.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Participant's Name (Print): _____

Address: City: State: Zip Code: _____

Age and Date of Birth: _____ Are you over the age of 18: _____

Participant's Signature: _____ Date: _____

PARENT/GUARDIAN AGREEMENT

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in the Activities. I have read and understand the above **RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release and Waiver of Liability and Indemnification Agreement is binding upon my child or ward, as well as myself. If my guardian status is challenged or found invalid, I will defend and indemnify the Releasees, to the fullest extent permitted by law and per the provisions of this Agreement, just as if I were the minor participant's lawful legal guardian. I agree not to bring any action or lawsuit against the Company, its owners, officers, shareholders, successors, assigns, agents, or employees for any injury or damage.

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.