TRILIFE 2026-2027 ACKNOWLEDGEMENT, WAIVER AND RELEASE

Athlete Name (PRINT) _____

This agreement (this "Agreement") is made and entered into as of the date when the participant ("Athlete") executes this Agreement (the "Effective Date"), by and between TriLife Coaching Inc. ("TriLife") and the Athlete signing below, each a "Party" and together the "Parties" to this Agreement. The term of this Agreement will be from the Effective Date through and until Athlete ceases to be a
paying participant in TriLife for two (2) or more consecutive Seasons (for avoidance of doubt a Season is as defined by TriLife and means the program period, including but not limited to Foundations, Base, Build2Race, or Build2Race+).

Waiver and Release of Claims: In consideration for allowing Athlete to become a participant in TriLife Coaching training program ("Program"), Athlete hereby knowingly, voluntarily, unconditionally, irrevocably, and forever releases, waives, discharges, and covenants not to sue TriLife Coaching Inc., Scott Willett, Ross Galitsky, and any other owners, associates, assistants, administrators, designees, licensees, officers, directors, employees, contractors (and all employees of such contractors), representatives, agents, sponsors, or other personnel (collectively, the "Releasees"), on behalf of themselves, executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on his/her/their behalf; for, of, and from any and all claims, suits, actions, causes of action, liabilities, demands, damages, losses, judgments, debts, dues, payments, sums of money, liens, executions, responsibilities and accounts, costs, or expenses, of any nature whatsoever, including in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, asserted or unasserted, liquidated or unliquidated, whether past, present, or future, in any way relating to or arising from Athlete's enrollment in or participation with TriLife ("Claims"), even if the risks and liabilities that Athlete is releasing by this Agreement arise (A) out of the ordinary negligence or carelessness, whether active or passive, of one or more of the Releasees, or (B) from any hidden, latent, or obvious defects in any of the facilities or equipment used, of one or more of the Releasees, which Athlete has, owns, or holds, either now or at any time, against the Releasees. Without limiting the generality of the foregoing, this waiver and release includes, but is not limited to, (1) Claims relating to personal injury, illness, or death; (2) damage to, or loss or theft of, property (including, but not limited to, personal items, cars, bikes, and money); (3) the receipt of medical care or treatment for any physical or mental condition (which shall be at Athlete's sole cost); (4) use of facilities, services, premises, and equipment; (5) exposure to inclement weather; and (6) involvement in accidents of any kind.

Athlete acknowledges that Athlete may later discover claims or facts in addition to or different from those that the Athlete now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Athlete waives any and all Claims that might arise as a result of such different or additional claims or facts.

Athlete acknowledges and understands that the waiver in this Section is binding on Athlete's heirs, next of kin, personal representatives, successors, assigns, and other persons acting or purporting to act on Athlete's or the foregoing parties' behalves (the "Releasors").

Assumption of Risk: Athlete expressly understands, confirms, and agrees that endurance sports training and participating in athletic events presents risks to Athlete, and acknowledges that there are therefore inherent risks that come with participating in the Program. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Program may test Athlete's physical limits, which creates an inherent risk of physical injury. Other inherent risks include, but are not limited
to, contact or collision with other persons or objects, head injury, spine injury, collar bone injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Athlete understands and acknowledges that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death, and loss of income and/or career opportunities). Athlete accepts that he/she/they has personal responsibility for any and all costs and expenses, damages, liability, and other losses that Athlete may incur in connection with the foregoing risks.

Further, Athlete understands that by participating in the Program, Athlete may be exposed, or expose others, to contagious and potentially harmful or deadly diseases, including, but not limited to, influenza, common cold, chicken pox, meningitis, measles, or COVID-19 (hereinafter defined). Athlete voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that

he/she/they may incur in connection with the foregoing risks.

Athlete understands that (1) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no precautions, including, but not limited to, the protocols that will be implemented from time to time (including, but not limited to those set forth by federal and state governmental agencies) (collectively, the "COVID-19 Protocols"), can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID 19 to Athlete's family members and other contacts; and (4) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Athlete also acknowledges that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID 19 and that it is possible that from time to time persons present in the Program, or at any locations to which the Program participants may travel, may not comply fully with the COVID-19 Protocols. Athlete understands that the implementation of the COVID-19 Protocols does not guarantee that Athlete will not be exposed to or contract COVID-19 as a result of his/her/their attendance in the Program or pass COVID-19 on to others. Athlete understands and knowingly and voluntarily assumes all risks related to traveling to and from, practicing and competing with other Program participants and at other sites to which Program participants may travel. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Athlete's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others. Athlete voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that he/she/they may incur in connection with the foregoing risks.

ATHLETE UNDERSTANDS, INTENDS AND ACKNOWLEDGES THAT THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT HIS/HER/THEIR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS, AND THAT BY SIGNING THIS AGREEMENT HE/SHE/THEY IS RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, ACUTE AND LONG-TERM INJURIES OR ILLNESS INCURRED BY ATHLETE WHILE PARTICIPATING IN THE TRILIFE PROGRAM INCLUDING, BUT NOT LIMITED TO, COVID-19, SPINE, BRAIN OR HEAD INJURIES SUCH AS THOSE THAT MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED ABOVE). THIS ASSUMPTION OF RISK APPLIES TO ALL RISKS ARISING OUT OF, ASSOCIATED WITH, OR RESULTING DIRECTLY OR INDIRECTLY FROM ATHLETE'S PARTICIPATION IN THE TRILIFE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE AS WELL AS THOSE DUE TO THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE RELEASEES. ATHLETE FURTHER ACKNOWLEDGES THAT HE/SHE/THEY HAS BEEN FULLY WARNED AND AWARE OF, APPROVED, UNDERSTOOD, APPRECIATED, AND ASSUMED THE RISKS OF ENDURANCE SPORTS TRAINING, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE, PRIOR TO THE DATE OF HIS/HER/THEIR FIRST PARTICIPATION IN ANY TRILIFE ACTIVITY. ATHLETE REPRESENTS AND DECLARES THAT ATHLETE IS PHYSICALLY, MENTALLY, EMOTIONALLY AND INTELLECTUALLY WILLING AND ABLE TO ACCEPT, AND DOES HEREBY CLEARLY, UNAMBIGUOUSLY AND EXPLICITLY ACCEPT, ALL RISKS, FORESEEN AND UNFORESEEN, ASSOCIATED WITH ATHLETE'S PARTICIPATION IN THE TRILIFE PROGRAM.

Participant Acknowledgments: Athlete acknowledges that the following statements are true and accurate and that no Releasees can be held responsible in any way if they are not: (i) Athlete has consulted with their own doctor to ensure that their participation will not pose any unusual risks to their health and well-being; (ii) Athlete is in good condition physically and has not been advised or cautioned against participation in TriLife or other endurance training programs by his/her/their doctor or any other qualified healthcare professional; and (iii) Athlete is sufficiently trained for participation in the Program and currently suffers from no physical impairment that would limit participation in any of the Program's athletic or other activities. Athlete authorizes the Releasors to secure emergency medical care or transportation (e.g., EMS) for Athlete when deemed necessary by the Releasors at the sole cost of Athlete. Athlete acknowledges that there is a possibility of complications and unforeseen consequences in any medical treatment, and assumes any such risk for and on behalf of themselves. Athlete acknowledges that no warranty is being made as to the results of any medical treatment. And Athlete acknowledges that TriLife is not and does not employ qualified health care professionals and are not trained in any way to provide medical diagnosis, medical treatment, or any other type of medical advice.

Further, Athlete agrees to abide by the Competitive Rules adopted by USA Triathlon ("USAT") and World Triathlon Corporation ("WTC"), including the Medical Control Rules, and acknowledges that their participation in the Program may be revoked for violation of the Competitive Rules. In addition, Athlete agrees to maintain a current membership in USA Triathlon throughout the full period of their training with TriLife Coaching.

Publicity Consent: Athlete (a) understands and agrees that they may be filmed, televised, photographed, identified, and may have their name, nickname, image, picture, likeness, voice, performance, signature, or any other identifiable features (collectively, the "Image") otherwise captured, depicted, or recorded in connection with TriLife Program participation; (b) hereby grants to consents to the use of the Image by TriLife and its parents, subsidiaries, assignees, and licensees the right, license and authority to use the Athlete's Image in connection with the staging and promotion of the Program, print media, telecasts or webcasts, and in publicity, advertising and promotion materials for the Program and future editions of the Program. I assign to TriLife all Rights that have been captured in connection with the Program. Without limiting the foregoing, Athlete expressly consents to the public posting (on websites and in various marketing materials) of identifying information such as name, and competition history.

Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflicts of law of such State) as set forth herein.

This AWRL is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. Athlete acknowledge that their statements on this AWRL are true and are being accepted by TriLife in consideration for allowing participation in the Program and are being relied upon by TriLife. Athlete understands that by signing below, they have given up substantial rights and are voluntarily signing this release.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

Athlete Name (PRINT)	
Athlete Signature	
Date	