

WARNING

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE KIDS THAT TRI AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

**KIDS THAT TRI
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR VOLUNTEERS**

THIS AGREEMENT, entered into as of _____, 2011, is for the benefit of KIDS THAT TRI, LLC, a Colorado limited liability company ("KTT"), and the Released Parties (as defined in Paragraph 5 below), and is entered into by the volunteer whose name appears below (and his or her Parent/Legal Guardian if under 18) concerning the Program as described below:

Name of Volunteer: _____ ("Volunteer")

Name of Parent/Legal Guardian: _____ ("Parent")
(If Volunteer is under 18, all references to and agreements of "Volunteer" shall also include "Parent.")

Title and Description of the Program: The Kids that TRI year-round team and summer camps are designed to increase the health, fitness and performance of triathlon athletes (collectively, the "Program").

Volunteer, a person in good health and physical condition, represents and warrants that Volunteer has been released by a licensed medical doctor to participate in strenuous physical activity and the Program. Volunteer desires to volunteer in the Program in order to assist youth and juniors for triathlon events and competitions. In consideration of being accepted as a volunteer of KTT and to volunteer in the Program, Volunteer and his or her Parent (if Volunteer is under the age of 18), individually, and on behalf of any heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns (hereafter, collectively, "Volunteer") acknowledge and agree as follows:

Acknowledgement of Risk. Volunteer understands and acknowledges that volunteering for and participating in volunteer activities that include swimming, biking and running is an extreme test of a person's physical and psychological limits and, therefore, participating in the Program has inherent risks, hazards and dangers that may result in ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, or other HARM or DAMAGE. Volunteer understands and acknowledges that there may be unexpected risks and dangers associated with volunteering in the Program which he or she may not be presently aware of which cannot be predicted or controlled.

Assumption of Risk and Responsibility. Notwithstanding and recognizing all of the risks, inherent or otherwise, associated with the Program, Volunteer HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, and all HARM or DAMAGE (collectively "Injury"), whether known or unknown, arising out of or related to the Program(s) however caused even if caused by the NEGLIGENCE OR CARELESSNESS OF KTT, Released Parties, or otherwise, including, without limitation, the risks and inherent or unexpected dangers associated with triathlon. Volunteer further assumes full responsibility for any Injury resulting from any known or unknown medical or physical condition of Volunteer.

Release of KTT's Duty to Protect Athlete. VOLUNTEER EXPRESSLY RELEASES KTT AND RELEASED PARTIES FROM ANY DUTY TO PROTECT HIM OR HER FROM INJURY OF ANY KIND, and agrees that even if KTT or Released Parties chooses to implement safety procedures, such actions shall not alter the fact that Volunteer has released KTT and Released Parties from any duty to protect Volunteer.

General Release, Waiver and Covenant Not to Sue. VOLUNTEER EXPRESSLY AND FOREVER GENERALLY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE: KTT and all other individuals or entities associated with the Program including, without limitation, coaches, sponsors, athletes, other Volunteers, consultants, and each of their respective owners, directors, officers, members, managers, employees, agents, affiliates, volunteers or representatives

(collectively, the "Released Parties"), FROM ANY AND ALL INJURY, LIABILITY, LOSS, DAMAGE, CLAIM OR DEMAND OF ANY KIND ARISING OUT OF OR RELATED TO THE PROGRAM AT ANY TIME WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR BREACH OF WARRANTY OF THE RELEASED PARTIES, VOLUNTEER, THIRD PARTIES, OR OTHERWISE ("Claims"). Volunteer acknowledges and agrees that the aforesaid release is intended to apply to any and all Claims that Volunteer may have. Volunteer covenants not to sue any of the Released Parties in connection with any Claim. Volunteer agrees that the covenants and undertakings of this release, waiver and covenant not to sue shall be binding upon him or her and any and all heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns. Parent (if applicable) expressly agrees that this release, waiver and covenant not to sue applies both to all Claims of Volunteer and all individual Claims of Parent.

Indemnification. Volunteer hereby indemnifies, saves and holds harmless KTT and the Released Parties from any Claim arising out of or related to the Program.

Scope of General Release, Waiver and Covenant Not to Sue and Indemnification/Enforceability. Volunteer hereby agrees that the general release, waiver of liability, covenant not to sue and indemnification extends to all acts of KTT and the Released Parties including any negligence and is intended to be as broad and inclusive as is permitted by law. Volunteer understands that the Program is conducted in multiple locations located in various jurisdictions. It is intended that all terms of this general release, waiver of liability, covenant not to sue and indemnification control despite any particular statute or law that would otherwise protect Volunteer. Volunteer understands that portions of this Agreement may be held invalid or unenforceable, but agrees that it is Volunteer's intent that this Agreement be enforced fully. Volunteer hereby agrees that if any portion of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full legal force and effect.

Protection of Confidential Information. Volunteer hereby acknowledges, understands and agrees that whether developed by Volunteer or other person employed or associated with KTT, all Confidential Information is the exclusive and confidential property of KTT and shall be at all times regarded, treated and protected as such. For purposes of this Agreement, the term "Confidential Information" shall mean information, whether or not originated by KTT that is used in KTT's business and (i) is proprietary to, about or created by KTT; (ii) gives KTT some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of KTT; (iii) is designated as Confidential Information by KTT, or from all the relevant circumstances should reasonably be assumed by Volunteer to be confidential and proprietary to KTT; or (iv) is not generally known by non-KTT personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as being confidential): all processes, techniques, training programs, trade secrets, tools and procedures and know-how relating to the Program.

ACKNOWLEDGEMENT

VOLUNTEER AND PARENT (IF APPLICABLE) ACKNOWLEDGE THAT VOLUNTEER AND PARENT HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT, HAVE READ IT IN ITS ENTIRETY, UNDERSTAND ITS PURPOSE, MEANING AND INTENT, AND ACKNOWLEDGE THAT THEY HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE. IF A MINOR, VOLUNTEER ACKNOWLEDGES THAT ALL OF THE FOREGOING HAS BEEN EXPLAINED TO HIM OR HER BY HIS OR HER PARENT/LEGAL GUARDIAN.

SIGNATURE OF VOLUNTEER:

BY SIGNING BELOW VOLUNTEER IS AGREEING THAT HE OR SHE HAS READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS:

Signature of Volunteer: _____

Date of Birth: _____

Printed Name of Volunteer: _____

Date: _____

SIGNATURE AND INDEMNIFICATION BY PARENT/LEGAL GUARDIAN REQUIRED FOR MINOR VOLUNTEERS (under 18):

BY SIGNING BELOW PARENT/LEGAL GUARDIAN (if Volunteer is under 18) AGREES ON BEHALF OF HIS OR HER CHILD/DEPENDENT AND ON BEHALF OF HIMSELF OR HERSELF THAT HE OR SHE HAS READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS.

I, the undersigned, hereby represent, certify and attest that I am the parent or legal guardian of Volunteer who is now _____ years of age and who is in good health and has no special problems associated with his or her care. I execute this Agreement for my child/ward/dependent, myself and my heirs, successors, representatives and assigns. I give my permission for my minor child to volunteer in the Program noted above. **I further attest that, if I am the sole parent/legal guardian signing below, my signature is sufficient to enter into this release of liability for and on behalf of the minor Volunteer.** The undersigned Parent/Legal Guardian further agrees to indemnify, save and hold harmless the Released Parties from any Claims (as defined in paragraph 4 above) arising from the minor Volunteer's participation in the Program.

Signature of Parent/Legal Guardian: _____

Printed Name of Parent/Legal Guardian: _____

Date: _____

Signature of Parent/Legal Guardian: _____

Printed Name of Parent/Legal Guardian: _____

Date: _____