



PARTICIPANT RELEASE AND USE WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Participant: _____

Address: _____

Cell Phone: _____ Alternate Number: _____

I ("Participant"), individually and on behalf of my participating minor children or wards ("Minor Participants") voluntarily desire to participate in the World's Largest HIIT Class occurring on May 18, 2019 (the "Challenge") conducted on behalf of IL-01 AREA ORANGE THEORY MARKETING CO-OP, INC. d/b/a Orangetheory® Fitness ("OTF") at Wrigley Field located at 1060 W Addison St. Chicago, IL 60613 (the "Facility") and understand and agree to the following:

In consideration of participating in health or fitness activities, and for other good and valuable consideration, I on behalf of myself, each of my Minor Participants and Releasers (defined below), hereby agree to release and discharge from liability arising from negligence OTF, Ultimate Fitness Group, LLC d/b/a "Orange Theory Fitness" ("UFG"), the Facility, Chicago Cubs Baseball Club, LLC, HSC Plaza and Building Operations LLC and each of their respective shareholders, owners, directors, officers, members, managers, attorneys, employees, agents, franchisees, instructors, volunteers, participants, successors and assigns, owned, controlled and affiliated entities, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and each of my Minor Participants, and each of our heirs, assigns, administrators, personal representatives, next of kin and estate ("Releasers"), and also agree as follows:

1. I acknowledge that health or fitness activities, including those involved in the Challenge, involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and/or property damage. Additional risks include, but are not limited to, mild lightheadedness, fainting, abnormalities of blood pressure or heart rate, ineffective heart function in rare instances, heart attack or stroke, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. The reaction of the cardiovascular system to such activity cannot be predicted without complete accuracy. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. It is strongly recommended that the Participant receive a medical clearance from his/her private physician prior to starting or participating in an exercise training program. Participant knows the condition of their health and the health of their Minor Participants. The Challenge and OTF's training programs are not designed for individuals with known heart disease with or without functional impairment.
3. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. The participation of me and my Minor Participants in the Challenge is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe for myself or any of my Minor Participants, or that I or any of my Minor Participants are unable to participate due to physical or medical conditions, then I will immediately discontinue participation or cause any of my Minor Participants to discontinue participation.
4. I have been informed that the Challenge, exercise programs in general, and OTF's exercise programs include possible risks and all exercises shall be undertaken at my sole risk and discretion. I, on behalf of myself and the Releasers, assume full responsibility for any and all damages, injuries or losses that may be sustained, caused or incurred on the date of the Challenge while at the Facility, while participating in the Challenge, and while participating in any OTF exercise program or physical activity on the date of the Challenge. I, on behalf of myself and the Releasers, to the maximum extent permitted by law, hereby waive all claims against Releasees and indemnifies Releasees from and against all claims, demands, injuries, damages, actions, or causes of action, whatsoever to person or property arising out of or connected to the location, services, facilities, exercise classes, or the facility where same is located. I, on behalf of myself and the Releasers, hereby agrees to indemnify defend, hold harmless, release and discharge Releasees from and against all claims, demands, injuries, damage actions causes of action and from all acts of active or passive negligence on the part of any one or more of Releasees, whatsoever, for any damages, injuries or losses that may be sustained by myself or Releasers arising from or in connection with the activities that participant voluntarily participates, including without limitation, attorney's fees, costs, and expenses of any litigation, arbitration or other proceeding
5. To the maximum extent permitted by law, on behalf of myself and the Releasers, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from and against any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I represent that my Minor Participants and I have adequate insurance to cover any injury or damage my Minor Participants or I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that my Minor Participants and I have no medical or physical condition which could interfere our my

safety in this activity, or else I am willing to assume -and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

7. In exchange for, and in consideration of my decision to participate in the Challenge, including training, access to the Facility, I, the Participant, on behalf of myself and Releasees hereby grant permission to the Releasees, each of their legal representatives, assigns, and those acting on its behalf, to use any and all Participant and Minor Participant photos and images, written and/or video testimonials or other statements, recordings of any kind whatsoever in whatever format used for such now available or that may be available to any of the Releasees in the future ("Use Material"), taken, produced, acquired, or otherwise preserved based upon or arising out of participation by Participant in the Challenge for all manner of advertising, trade, promotion, exhibition, or any other lawful purpose whatsoever and in any form or medium inclusive of social media in conjunction with the promotion, advertising, marketing, trade, or for any other lawful purpose as determined in the sole and complete discretion of the Releasees, both during the Challenge and in the future.
8. I do hereby waive any right that I may have to inspect or approve the use by Releasees of any Use Material, or the advertising or other copy that may be used in connection therewith or the use to which may be applied at such time of the Challenge or any time in the future.
9. On behalf of myself and Releasors, I hereby relinquish, give, and assign to Releasees and each of their respective marketing representatives, all right, title, and interest that I or any of the Releasors may have in any and all written and video testimonials, finished photos or pictures or other images in whatever format inclusive of social media, finished product(s) utilizing the Use Material, negatives, reproductions, raw data, copies of any Use Material, derivative works, advertising, or other copy that may be used in connection therewith. I further grant Releasees the right to give, sell, transfer, and exhibit such finished pictures or images in whatever format, finished product(s) utilizing Use Material, negatives, reproductions, copies of any Use Material, derivative works, advertising, or other copy that may be used in connection therewith to any responsible individual, business, firm, publication, or to any of their assignees in conjunction with any purpose determined in the sole discretion of Releasees. Pursuant to this provision, the Participant has transferred any and all of his rights, title, and interest in the Use Material to Releasees to use as they see fit.
10. I hereby release and agree to hold harmless and indemnify Releasees, each of their shareholders, owners, directors, officers, members, managers, attorneys, employees, agents, successors and assigns, owned controlled and affiliated entities, and those acting under its permission or authority (including marketing representatives), from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, collecting or other recording of the Use Materials, or in any processing tending toward the completion of any finished product or presentation used in the advertising, promotion, trade, or exhibition of products or services of the Releasees, in the sole and complete discretion of Releasees, unless it can be shown that they and the publication thereof were maliciously caused, produced, or published solely for the purpose of subjecting Releasors to conspicuous ridicule, scandal, reproach, scorn, and/or indignity and that negatively effects my reputation or character in any significant or substantial way.
11. I understand and agree that this Release and Use Waiver is the entire agreement I have in connection with the Challenge. I understand and agree that there may be other rules and/or regulations provided by Releasees for my review and acknowledgement prior to my participation in the Challenge. Any such rules or regulations do not change my waiver, acknowledgement, understanding and agreement to the above terms. Any terms contained herein are not intended to be gender specific, and should be considered gender neutral.
12. **Binding Individual Arbitration and Class Action Waiver:** Any dispute arising out of or relating to this Release and Use Waiver, the Challenge, my or my Minor Participants' participation in the Challenge, or relating in any way to the relationship of the Releasees' and Releasors' created by virtue of participation in the Challenge, including any such dispute with Releasees (collectively defined as a "Dispute" or "Disputes"), shall be governed by all laws applicable in the location of the Facility. Disputes shall be resolved by final and binding individual arbitration, rather than in court, and without a jury, conducted in Chicago, Illinois, by the American Arbitration Association (AAA) under its rules (available at www.adr.org). Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation, or scope of this Release and Use Waiver, and who are proper parties to the arbitration, must be submitted to and ruled on by the arbitrator. The arbitration shall be conducted in person. Releasors each agree that any dispute resolution proceeding shall be conducted only on an individual basis and not in a class, consolidated, or representative action. No party, including Releasors and Releasees, may pursue a Dispute, in arbitration or otherwise, as a class action, mass action, private attorney general action, or other representative action, nor may any Dispute be pursued on behalf of the Releasors in any litigation in any court except as provided above. If for any reason a Dispute proceeds in court rather than in arbitration, Releasors and Releasees, waive any right to a jury trial.
13. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I do hereby represent and warrant that I have read the above Release and Use Waiver prior to its execution, and am fully familiar with the contents thereof with regard to the risks associated with exercise, the Use Material and the rules and any rules associated therewith. I have been given full and complete opportunity to obtain advice prior to agreeing to the terms stated above and by signing below acknowledge my complete understanding and agreement to the above terms.

In addition, by signing this document, under Section 12 I agree to waive any right the Releasors may have to maintain any class action related to the Challenge or to maintain any action in a court of law.

In addition, by signing this document, I agree that if I or any of my Minor Participants am hurt or my property is damaged during our participation in this activity, then Releasors may be found by a court of law or in arbitration to have waived all right to maintain a lawsuit or arbitration against the Releasees on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me and my Minor Participants or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms.

Date _____

Print Name _____ Signature _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Print Name _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Print Name _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Print Name _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Print Name _____ Date _____