

LIFE TIME FOUNDATION ATHLETE TERMS AND CONDITIONS

These Terms and Conditions, in addition to the Athlete Event Waiver and any Event rules, govern your participation in the Event (“Event”) as a Foundation Athlete. By submitting a registration application to the Life Time Foundation Athlete program you agree to be bound by these Terms and Conditions.

When this Agreement uses the term "Foundation Athlete" it means individual registering for the Event who agrees to be bound by these Terms and Conditions. Foundation Athletes are also referred to herein as "you" or "your."

1. Foundation Athlete Program:

- a. The Life Time Foundation receives a limited number of registration bibs for the Event, which cannot be transferred or backfilled in the event of your non-participation. If you fail to raise the Fundraising Commitment herein, you understand that the Life Time Foundation will incur a loss, and you may not be eligible to participate in this Event, or future events, as a Foundation Athlete.
- b. Upon submission of the Foundation Athlete registration form and payment of the non-refundable registration fee, you will receive an email with Event registration instructions and a unique registration code.
- c. **You must separately register and pay for the Event** using the unique registration code within fourteen (14) days of receiving the unique registration code. If you fail to register for the Event within fourteen (14) days of receipt of the unique registration code, your unique registration code will expire and your entry into the Event as a Foundation Athlete will be forfeited.
- d. All Event registrations are subject to additional terms and conditions, rules, and/ or event waivers.

2. Registration Fees & Fundraising Commitment

- a. A non-refundable registration fee is due upon registration. This fee will apply towards your Fundraising Commitment.
- b. You must meet Life Time Foundation’s minimum fundraising requirement for the selected Event in order to participate in the Event (the “Fundraising Commitment”).
- c. You must meet the following fundraising milestones for the Life Time Foundation:
 - i. 50% of the fundraising minimum raised (60) days prior to the Event.
 - ii. 100% of the fundraising minimum raised (7) days prior to the Event.
- d. If you fail to meet the fundraising milestones, you will not be eligible to participate in the Event.

3. Payment Terms:

- a. You must provide a valid credit card information when setting up your personal fundraising page on the online donation platform. By submitting credit card information, you represent that you are an account holder and have actual authority to use any financial account designated on the fundraising page. You agree to promptly update financial account information in the event it changes, and understand that Life Time may use services made available by card issuers to automatically update such information to prevent disruptions due to changes such as an expired or reissued account. You may opt-out of this service by contacting the Life Time Foundation. You agree that Life Time may resubmit declined or invalid transactions without notice to you. If you submit an invalid payment

instrument, such as a dishonored check, you may be assessed a fee in an amount as permitted by law.

- b. You understand and agree that if you have not reached the above Fundraising Commitment, you will be personally responsible for the balance owed. You understand and agree that the Life Time Foundation may charge the difference on your credit card if the Fundraising Commitment is not met by the dates provided in section 2.c.
- c. If your credit card is not valid for any reason, and the Fundraising Commitment is not achieved, you understand and agree that you may not be eligible to pick up your registration packet and race bib or participate in the Event.
- d. You understand and agree that donations raised for the Life Time Foundation will not be refunded under any circumstance, even if the Event is cancelled, delayed, or rescheduled, or if you are unable to participate for any reason.
- e. You understand that by registering for the Event, the Fundraising Commitment must be met, even if you are injured or unable to participate in the Event for any reason.
- f. You understand and agree that the Life Time Foundation reserves the right to pursue collection of the amount owed, and that you will be fully responsible for any and all legal fees incurred by the Life Time Foundation in its collections, including attorney fees.

4. Deferrals

- a. All Foundation Athletes are subject to the applicable deferral policy found at the Event registration landing page, in addition to these terms and conditions.
- b. To be eligible for a 2024 deferred race entry, you must fulfill your entire Fundraising Commitment for the 2023 Event as outlined in Section 2. If you do not fulfill the Fundraising Commitment, you will not be eligible to receive a deferred race entry for 2024.
- c. All eligible Foundation Athletes who elect to defer their race entry to 2024 must pay the 2024 Event registration fee in addition to the Fundraising Commitment. Any money raised above and beyond the Fundraising Commitment will not apply towards the deferred race entry fee.

5. Governing Law & Arbitration

- a. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF MINNESOTA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. ANY DISPUTE OR CLAIM, INCLUDING A DEMAND OR ASSERTION BY ONE OF THE PARTIES SEEKING ANY FORM OF RELIEF SUCH AS ADJUSTMENT OR INTERPRETATION OF THE TERMS OF THIS AGREEMENT (HEREAFTER, "DISPUTE") ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION, RATHER THAN IN COURT. The Federal Arbitration Act and federal arbitration law apply to this Agreement.
- b. The Parties agree that the American Arbitration Association ("AAA") Commercial Arbitration Rules in effect at the time of the Dispute shall govern the arbitration. The agreement to have the AAA Rules govern the arbitration does not obligate the Parties to use the AAA to administer the arbitration. The arbitration may be administered by the arbitrator(s), the AAA, or another dispute resolution service mutually agreeable to the Parties. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
- c. The Parties will attempt to agree upon a mutually acceptable arbitrator. If the Parties cannot agree on an arbitrator within five (5) business days after delivery of the demand for

arbitration, then the Parties will each select an arbitrator (who has no professional conflicts of interest or material financial, business, or personal interest with the Parties or their affiliates) to serve as an arbitrator in the dispute, and those two arbitrators will mutually select a third person who will serve as the sole arbitrator. If the AAA rules require a panel of three arbitrators due to the size of the dispute, then the two Party-selected arbitrators plus the third arbitrator will serve as the required panel of three arbitrators.

- d. The venue for any arbitration shall be in Hennepin or Carver County, Minnesota. The Parties will attempt to agree on the precise location for any such mediation or arbitration and, if they cannot agree, the Parties agree that the arbitrator(s) may select the precise location so long as it is in Hennepin or Carver County, Minnesota.
 - e. The arbitrator(s) shall award to the prevailing Party, if any, as determined by the arbitrator(s), all of the prevailing Party's costs and fees, including all reasonable pre-award expenses of the arbitration and including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.
 - f. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except to those persons who need to know for the Party to perform the duties and obligations imposed by the arbitration result.
6. **Electronic Communications.** I expressly consent to receive electronic messages from Life Time, including messages to advertise or promote products or services and messages related to my LT Sport sessions, including but not limited to communications related to Life Time's fees.

BY ACCEPTING THIS AGREEMENT (WHETHER BY CLICKING TO ACCEPT ONLINE, BY SIGNING A SIGNATURE PAD OR OTHERWISE), I, on behalf of myself, have read, understood, and received a copy of these Terms and Conditions, and hereby knowingly and voluntarily execute the foregoing for and on behalf of myself. and agree to bind myself and any heirs, next of kin, assigns or personal representatives to such terms.