

SFUELS LLC.

100 MILE TREADMILL EVENT - 'RUN WITH ZACH'

PARTICIPATION AGREEMENT

ALL PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

NOTE TO MINORS: IF YOU ARE UNDER THE AGE OF 18, YOU MAY NOT PARTICIPATE IN THE 100 MILE TREADMILL EVENT.

The **100 MILE TREADMILL EVENT** (the "Event") will consist of a live Zoom stream to be broadcast onto the SFuels LIVE YouTube Channel. The event will include the Main Host, Zach Bitter, running on a treadmill, with participants joining in via the Zoom platform. While Zach Bitter will be running on a treadmill, other participants are welcome to participate from any safe location and to use any form of unmotorized transportation, including but not limited to running, biking, skateboarding, in-line skating or any other form of exercise or transportation.

Released Parties include **SFUELS LLC.** and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; all **100 MILE TREADMILL EVENT** partners, sponsors, organizers, promoters, directors, officials, property owners, and advertisers, including but not limited to, **ZACH BITTER, ALTRA LLC, ORIGINAL BUFF S.A., COROS WEARABLES INC.,** and **ICON HEALTH & FITNESS INC.**; and any or all parent, predecessor, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

Assumption of Inherent Risks: The Event is meant to be a test of endurance, strength, stamina, and mental grit with participants. The act of running, bicycling, or participating in any manner bears an inherent risk to bodily harm or injury. The Participant acknowledges that the Event is a hazardous activity and carries inherent risk. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the Event) regardless of the care and precautions taken by SFuels LLC, Zach Bitter and the Event Partners. I also understand that an endurance event, such as this, is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to any external conditions, including the spread of the Covid-19 pandemic.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. **Minor injuries** are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. **Serious injuries** are less common but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our participants should be aware of the possibility. These injuries can include but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my participation in the Event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand fully the inherent risks of my participation in the Event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I understand the strenuous nature of the Event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in the Event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby forever waive, release, covenant not to sue, and discharge SFuels LLC, Zach Bitter and the other Event Partners from any and all claims resulting from the INHERENT RISKS of the Event or the ORDINARY NEGLIGENCE of SFuels LLC, Zach Bitter and/or the other Event Partners (or other Released Parties) that I may have arising out of my participation in the Event.

Indemnification Agreement: In consideration of being permitted to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify SFuels LLC, Zach Bitter, and the other Event Partners (and the other Released Parties) from and against any and all claims of co-participants, hosts, and others arising from conduct in the course of my participation in the Event. This indemnity shall survive the expiration or sooner termination of the Event.

Agreements for the Protection of Participants:

(A) I represent and warrant that I am **in good health** and in proper physical condition to safely participate in the Event. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.

(B) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs and agree not to participate in the Event while under the influence of alcohol and/or drugs.

(C) I acknowledge that SFuels LLC, Zach Bitter, and all Event Partners recommend and **encourage each participant to get medical clearance** from his/her personal physician prior to participation. I assert that I **have not been advised or cautioned against participating** by a medical practitioner. I understand that it is my responsibility to continuously **monitor my own physical and mental condition during the Event**, and I agree to withdraw immediately and notify the appropriate authorities if at any point my continued participation would create a risk of danger to myself or to others.

(D) I understand and consent that SFuels LLC. has the right to immediately remove any runner from the live video stream, without warning, should that runner be deemed to show or display any signage or branding of any kind or inappropriate or offensive materials or behavior. In addition, SFuels LLC reserves the right to remove any athlete from the live video stream, at any time, and at the sole discretion of SFuels LLC. in order to accommodate additional demand from other athletes wishing to participate in the live stream of this event. In no way does an athlete's registration or participation in this event guarantee that athlete's inclusion in the live stream of this event.

(E) I grant SFuels, LLC. the right in perpetuity to broadcast, post, share, or stream images of me captured during this event and to use my image and likeness in any future broadcasts of this event or for use in marketing, promotional, and/or commercial materials.

(F) I understand that the Event is a live stream open to public view, with the strong possibility of minors watching, and as such, I represent that I will act appropriately towards other participants and refrain from using obscene, inappropriate, or rude behavior or language.

Venue and Jurisdiction: If legal action proceeds in a court of law, the local state or federal court of Delaware has the exclusive jurisdiction and that only the substantive laws of Delaware shall apply

Severability: I understand and agree that this Participation Agreement is intended to be as broad and inclusive as is permitted by law in the State of Delaware and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Event Delay or Cancellation: I acknowledge that SFuels LLC or Zach Bitter at its/his sole discretion may delay, modify, or cancel the Event at any time and for any reason.

Alcohol & Drugs: I understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. The consumption of any illicit or illegal drugs or substances before and during the Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption during the Event.

Acknowledgment of Understanding: I have read this Participation Agreement, and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing (via clicking the box associated with this participation agreement document) the agreement and participating in the Event, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of SFuels LLC, Zach Bitter, and any Event Partners (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in Delaware.