

By registering for an Alpha Win Racing event you accept all of the terms below. These agreements are also presented during the registration checkout flow and must be accepted before payment is processed.

## Registration Terms

GenZHomes Inc. dba Alpha Win will only consider Vendor/Exhibitor Applications (“Applications”) that are signed and accompanied by a deposit in the amount of \$350.00. This will be refundable only in the event that GenZHomes Inc. rejects your Application, or if GenZHomes Inc. changes the date of an event and you are unable to attend.

By signing below, you agree to be bound by these terms and conditions of this GenZ Vendor/Expo Application.

1. **GenZHomes Inc.**  
dba Alpha Win reserves the right to accept or reject your Application for any exhibit area for any reason. If this Application is accepted it will be countersigned by a representative of GenZHomes Inc. and will represent the entire Agreement between you and GenZHomes Inc.
2. You agree to comply with any business license requirements and any other permit and/or fee requirements from state, local and/or other government authority, venue-specific entities, and/or GenZHomes Inc.
3. **GenZHomes Inc.**  
dba Alpha Win must review and approve all activities you conduct, including the sale or give away of products or services. If approval is given for the sale of products or services; you must meet the permit and registration requirements, including sales tax, for the applicable jurisdiction. GenZHomes Inc. is not responsible for any sales or other tax owed by the Vendor.
4. **If you are approved as a Vendor/Exhibitor, you must provide the following: (a.)**  
) Certificate of insurance showing general liability insurance in place in amounts of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, naming GenZHomes Inc., 319 Main Street, Saugerties, NY 12477 as a specifically designated Additional Insured; (b.) Workers’ Compensation Insurance and Employment Liability Insurance in an amount of not less than \$1,000,000 covering all Vendor employees; and (c.) Evidence of compliance with permit and registration requirements referenced in No. 4 above.
5. **The location of your space will be determined by GenZ in its sole discretion.**  
GenZ reserves the right to relocate your booth at its discretion.
6. **You may not assign, sublet or share your space with any other person or company.**
7. You are solely responsible for the safety and security of your property against theft, fire, weather condition, accident, or any other damage.
8. You understand and agree that you hold GenZ harmless from and against any claims by you, your employees, visitors or suppliers.
9. **You must completely set up your exhibit prior to the published set-up deadline on the day prior to the event.**
10. You must completely remove your exhibit and properly dispose of all trash prior to the published break-down deadline following the event. Exhibit material may not be packed or exhibits removed prior to the end of the event.
11. You agree to execute any reasonable documents including indemnifications and hold harmless agreements that may be required by any government entity, the venue and/or GenZ.
12. **This Agreement will be construed in accordance with the laws of the State of New York.**

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## Photograph & Vendor Release Waiver

Photograph and Video Release: I hereby grant permission to GenZHomes Inc. dba Alpha Win to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive all rights of publicity and privacy and any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse settings within an unrestricted geographic area. Photographic, audio or video recordings may be used for any and all purposes, including, but not limited to the following: all forms of advertising and promotion, website material, email blasts, social media posts, posters, flyers, rack cards, press releases, presentations, banners, event displays, and any other purpose that GenZHomes Inc. dba Alpha Win, in its sole discretion, may deem useful. Further, I understand that others, with or without the consent of GenZHomes Inc. dba Alpha Win may use and/or reproduce such photographs and recordings. I hereby release GenZHomes Inc. dba Alpha Win, and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents and employees from all claims of every kind on account of such use. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

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## USAT Membership Agreement

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER 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.

### WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of USA Triathlon (“USAT”) allowing me to participate in any USAT sanctioned event (the “Event” or “Events”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”).

#### 1. **Physical Health.**

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs, and will not be under any such influence at the time of the Event, which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

#### 2. **Compliance with Codes, Policies and Procedures of USAT.**

I hereby represent that I have read and agree to strictly comply with the USAT Code of Conduct and all other USAT Policies and Procedures applicable to me, including but not limited to the policies of the U.S. Center for SafeSport.

#### 3. **Assumption of Risk.**

I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme

conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims under Section 1542 of the California Civil Code (collectively, "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly and voluntarily choose to assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

**4. Consent to Medical Care.**

I hereby consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of on-site and other personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.

**5. Compliance with Event Rules and Regulations.**

I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I understand and agree that the International Triathlon Union (the "ITU") Anti-Doping Rules and U.S. Anti-Doping Agency ("USADA") Protocol for Olympic and Paralympic Movement Testing ("USADA Protocol") and all other policies and rules adopted by the ITU, USADA, and the United States Olympic and Paralympic Committee (the "USOPC") apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA protocol, or to the results management authority of the ITU and/or my national federation, if applicable, or referred by USADA. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

**6. Release from Liability.**

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the ITU, USAT, the Event Owners, Organizers and Promoters, Race Directors, other participants in the sanctioned event, Sponsors, Advertisers, Host Cities, USOPC, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

**7. Authorization to Collect and Use Data.**

While participating in the Event, I may provide to Event Organizers information such as my name, contact information, age, gender and other demographic, physical, physiological or identifying characteristics specifically requested from me. My participation in the Event is voluntary. By participating in the Event, and giving such data to the Event Organizers, I hereby grant the Event Organizers, or any of them, permission to collect, capture, record

and store the data, and grant to each of the Event Organizers a license to use the data for any purposes whatsoever.

#### **8. Arbitration.**

In the event of a dispute between me and any of the Released Parties, such dispute shall be settled by arbitration administered by the Court of Arbitration for Sport. The hearing shall be conducted in Colorado Springs, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**IF PARTICIPANT IS A MINOR, PARENT OR GUARDIAN MUST READ AND SIGN THE WAIVER DURING CHECKOUT.**

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Agreement, and (2) authorize USATF or any of its designees to arrange or any necessary medical treatment for the participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action that I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties, or otherwise, to the fullest extent permitted by law.

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## **USATF Membership Agreement**

For and in consideration of USA Track & Field, Inc. ("USATF") allowing me, the undersigned, to participate in the USATF sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or

track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I agree to be familiar with and to abide by the USATF Bylaws, Operating Regulations, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the USOC, USA Track & Field, Inc., its Associations and Sport Disciplines, Event Organizers, Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

For minors: For and in consideration of USA Track & Field, Inc. ("USATF") and GenZHomes Inc. dba Alpha Win ("Event Organizer") allowing the minor identified below to participate in the USATF sanctioned event; I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, agree to all of the above terms. I understand and acknowledge the risks and dangers associated with the Minor's participation. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless all Released Parties from any liability arising from the Minor's participation.

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## General Participation Agreement

By indicating your acceptance, you understand, agree, warrant and covenant as follows: I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly

trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road.

I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Active, SportsWare, Inc. and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

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### **Assumption of Risk — Speed Contest (New York)**

I hereby acknowledge that participation in this speed contest constitutes an extreme test of my physical and mental abilities and carries with it the potential for death, serious injury and/or property loss. I hereby expressly assume all risk of injury and damage and release the State of New York, New York State Department of Transportation and any municipality through which this event passes, from all liability and claims of whatever nature or cause which may occur as a result of my participation in this speed contest.

I further acknowledge that “No person or entity shall have the right to bring an action against the State or municipality or any person employed by the State or municipality who was acting within the scope of his authority, for damages resulting from or in connection with any such race, contest or exhibitions.”

A copy of this waiver shall be retained by the applicant and provided to NYSDOT upon request.

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**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**