

SPONSORSHIP TERMS AND CONDITIONS

1. Termination.

- a. Either Party may terminate this Agreement with immediate effect upon written notice to the other Party, if the other Party becomes bankrupt, makes an arrangement or assignment in favor of a creditor, goes into liquidation or administration, has a receiver or manager appointed to manage its business, or any analogous event occurs.
- b. Either Party may terminate this Agreement immediately upon written notice to the other Party if: (i) a Party commits a material breach of this Agreement which is capable of remedy and is not remedied within thirty (30) days of written notice from the non-breaching Party; or (ii) a Party commits a material breach of this Agreement which is not capable of remedy.
- c. Life Time may terminate this Agreement with immediate effect in the event Sponsor or any of its agents, employees, or representatives materially violate any applicable [club policy](#), code of conduct, LifeCafe policy, event and/or venue policies, or any other rules or restrictions as provided by Life Time, regardless of whether such rules and restrictions are provided to Sponsor directly (ex. email) or indirectly (ex. Event webpage).
- d. Life Time may terminate this Agreement with immediate effect upon written notice to the Sponsor in the event such marketing and advertisement benefits contained herein are no longer permitted due to updated club policies and/or a company executive directive and the Parties are unable to mutually agree on a reasonable alternative benefit.
- e. Life Time may terminate this Agreement for any or no reason at all by providing the Sponsor ninety (90) days' prior written notice of its intent to terminate this Agreement.

2. Effects of Termination.

- a. In the event Life Time terminates this Agreement in accordance to Section 1(a) - 1(c) above, any and all Sponsorship Fees remaining under this Agreement shall become immediately due and payable by Sponsor to Life Time.
- b. In the event Life Time terminates this Agreement in accordance to Section 1(d) or 1(e) above, Sponsor shall be entitled to a pro-rated refund for any Sponsorship Fee prepaid by Sponsor for sponsorship [entitlements/benefits] that have not been provided yet by Life Time by the effective date of termination.
- c. In the event Sponsor terminates this Agreement in accordance to Section 1(b) above, Sponsor shall be entitled to a pro-rated refund for any Sponsorship Fee prepaid by Sponsor for sponsorship [entitlements/benefits] that have not been provided yet by Life Time by the effective date of termination.
- d. Notwithstanding any of the foregoing, Sponsor shall remain liable for the cost of any Sponsorship entitlements provided by Life Time as of the effective date of termination that Sponsor has not yet paid for. Furthermore, in no event shall the termination of this Agreement nor the provision of a termination notice waive any of the terminating Party's rights or remedies afforded to it under this Agreement or by law.

3. **Notices.** Except as otherwise mutually agreed to by the Parties, any notice required under this Agreement shall be in writing and will be effective as follows: (i) upon delivery by personal delivery, (ii) the next business day if sent by a reputable overnight courier (ex. UPS), (iii) three business days if sent by certified priority mail with postage prepaid and confirmation of receipt requested, or (iv) upon sender's receipt of an acknowledgment from recipient if sent by e-mail. If such e-mail acknowledgment is not received within one (1) business day of sending the e-mail, the notice shall be delivered by another method as provided for above. Any notice that is sent via mail shall be sent to the address listed above, or to such other address as designated by a Party in writing.

4. **License Grant and Use of Sponsor Marks.** During the Term of the Agreement, Sponsor grants to Life Time a revocable, non-exclusive, royalty-free, non-transferable, non sublicensable license to use Sponsor-provided marks including, but

not limited to, Sponsor's trademarks, trade names, slogan, logo or other identification ("**Sponsor Marks**") as permitted under this Agreement or required for Life Time to fulfil its obligations herein. . Life Time acknowledges and agrees that it has no further right, title, or interest in or to any Sponsor Marks and all Sponsor Marks shall remain the sole property of Sponsor. Sponsor shall provide Life Time with a copy, or copies, of Sponsor's approved Marks for Life Time's use in furtherance of its obligations herein.

5. **License Grant and Use of Life Time Marks.** During the term of the Agreement, Life Time grants to Sponsor, a revocable, non-exclusive, royalty-free, non-transferable, non-sub licensable license to use Life Time-provided trademark(s), trade name, slogan, logo or other identification ("**Life Time Marks**") as permitted under this Agreement. t. Sponsor will not use any Life Time Marks without Life Time's prior written consent and approval. Sponsor acknowledges and agrees that it has no further right, title, or interest in or to any Life Time Marks and all Life Time Marks shall remain the sole property of Life Time. Sponsor shall abide by all Life Time Mark usage guidelines provided by Life Time.
6. **Sponsor Restrictions and Deadlines.**
 - a. All of the entitlements provided to Sponsor under this Agreement may be subject to reasonable and necessary deadlines or restrictions ("**Deadlines**"), which shall be provided to Sponsor by Life Time in advance. In the event Sponsor delays, hinders, or fails to meet a Deadline or activate a Sponsor entitlement during the Term of this Agreement, Life Time's obligation to provide that benefit or entitlement will be waived and Sponsor will not be entitled to a refund for the loss of such benefit or entitlement. Sponsor is responsible for any additional or expedited shipping costs that are required in order for Sponsor to meet a Deadline due to Sponsor's delay or failure to adhere to any Deadlines.
 - b. Life Time may, in its reasonable discretion, reject any marketing or advertisement collateral if deemed improper or non-compliant with any (i) federal, state, or local laws, regulations, ordinances, or orders or (ii) Life Time brand and marketing guidelines. Life Time may also insert the word "Advertisement" on any collateral which Life Time determines is reasonably necessary under consumer protection laws.
 - c. Any advertising collateral produced by Life Time is the sole property of Life Time and will not be reproduced by Sponsor for any reason without the prior written consent of Life Time.
7. **CBD.** All CBD products promoted, sampled, and/or sold by Sponsor, if permitted under this Agreement, must adhere to the following restrictions:
 - a. CBD products, defined as phytocannabinoid known as cannabidiol produced from Hemp (defined the plant Cannabis sativa L. and any part of such plant, whether growing or not), may not exceed a delta-9 tetrahydrocannabinol (THC) concentration of more than 0.3 percent on a dry weight basis.
 - b. Sponsor is expressly prohibited from selling, sampling, or promoting any product containing a delta-9 tetrahydrocannabinol (THC) concentration of more than 0.3 percent on a dry weight basis.
8. **Payment Terms.** Life Time will charge Sponsor a service fee of one and one half percent (1.5%) of the outstanding balance per month on all overdue accounts until such account is paid in full. Life Time reserves the right to terminate any part of this Agreement if Sponsor's account is past due. All financial calculations herein, including payments, refunds, financial statements and other financial information to be provided, and all books, records, and system of accounting kept in connection with the provisions of this Agreement, shall be in accordance with generally accepted accounting principles.
9. **Collection Costs.** In case of failure to faithfully perform the terms and covenants herein, the defaulting Party will pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of the Agreement or any right arising out of such breach.

10. **Suspension.** If any undisputed payment due is not paid within ten (10) business days of its due date, or Sponsor fails to perform any other obligation under the Agreement, Life Time may suspend its performance immediately, without cost or penalty, and without refund until Sponsor corrects the failure. No suspension will extend the term in the Agreement, or be grounds for termination, unless the suspension lasts more than thirty (30) days. Life Time may also claim direct damages for this breach of contract.
11. **Representations and Warranties.** Sponsor represents and warrants that Sponsor will all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of Sponsor's business and its performance hereunder. Without limiting the generality of the foregoing, Sponsor shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits (including, if applicable, all Cannabis Licenses) necessary to perform all rights and obligations under the Agreement. Sponsor further represents and warrants that it has the proper rights to all advertising collateral submitted to Life Time. Sponsor will comply with all applicable federal, state, and local laws and regulations regarding the processing, protection, notification, and security of the data. In the event that a data breach occurs that relates to the goods or services Life Time is utilizing, Sponsor will notify Life Time within three (3) days of such breach.
12. **Independent Contractors.** Life Time's relationship with Sponsor is that of an independent contractor, and nothing contained in the Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Sponsor and Life Time. Neither Party has the authority to act for or to bind the other Party in any way, or to represent that it is responsible for the acts, debts, liabilities, or omissions of the other Party.
13. **Sponsor Indemnification.** To the fullest extent permitted by applicable law, Sponsor agrees to indemnify, defend, and hold harmless Life Time Inc. and its subsidiaries and affiliates and each of its officers, directors, employees, contractors, agents and representatives (together, the "Life Time Indemnified Party") from and against any and all suits, claims, liabilities, losses, damages, deficiencies, judgments, settlements, interest, penalties, fines, awards, costs, and expenses of whatever kind and in whatever form, including reasonable attorneys' fees, that are incurred by or awarded against the Life Time Indemnified Party (collectively "Losses"), brought by any third party asserted against the Life Time Indemnified Party arising out of:
- a. any material breach or non-fulfilment by Sponsor or its officers, employees, contractors, or agents ("Sponsor Representatives") of any representation, warranty, or covenant set forth in this Agreement;
 - b. claims of trademark, trade name, patent, copyright, or proprietary right resulting from Life Time's authorized use of Sponsor Marks or Sponsor-provided advertising collateral;
 - c. claims of false or misleading advertising violations resulting from Life Time's authorized use of Sponsor Marks or Sponsor-provided advertising collateral;
 - d. any sweepstake(s), giveaway(s) or contests produced or hosted in whole or in part by Sponsor; and
 - e. any illness, bodily injury, or death of any person, or any property damage to real or tangible personal property caused by (i) any of the products and/or services provided or supplied by Sponsor under this Agreement; (ii) any of Sponsor's on-site activations that are executed by Sponsor; (iii) Sponsor's or Sponsor Representatives' activations or other activities at the Events, whether or not Life Time has approved of such activations or activities; and (iv) Sponsor's or Sponsor Representatives' negligence or intentional misconduct.
14. **Life Time Indemnification.** To the fullest extent permitted by applicable law, Life Time agrees to indemnify, defend, and hold harmless Sponsor and its subsidiaries and affiliates and each of its officers, directors, employees, contractors, agents and representatives (together, the "Sponsor Indemnified Party") from and against any and all Losses brought by any third party asserted against the Sponsor Indemnified Party arising out of:
- a. any material breach or non-fulfilment by Life Time or its officers, employees, contractors, or agents ("Life Time Representatives") of any representation, warranty, or covenant set forth in this Agreement;
 - b. claims of trademark, trade name, patent, copyright, or proprietary right resulting from Sponsor's authorized use of Life Time Marks or Life Time-provided advertising collateral; and
 - c. claims of false or misleading advertising violations resulting from Sponsor's authorized use of Life Time Marks

or Life Time-provided advertising collateral.

15. LIABILITY PRINCIPLES.

- a. **LIMITATION OF LIABILITY.** IN NO EVENT WILL LIFE TIME, INC. ITS SUBSIDIARIES OR AFFILIATES, INCLUDING WITHOUT LIMITATION LTF TRIATHLON SERIES, LLC, BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **MAXIMUM LIABILITY.** IN NO EVENT WILL LIFE TIME'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE SPONSORSHIP FEE PAID TO LIFE TIME (I) DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT, OR (II) IF THE TERM IS LESS THAN ONE (1) YEAR, THE AVERAGE AMOUNT OF FEES PAID PER MONTH MULTIPLIED BY TWELVE (12). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

16. **Insurance.** Sponsor agrees to maintain commercially reasonable insurance coverage in amounts equal to those contained in Exhibit A, attached hereto. Life Time agrees to maintain commercially reasonable insurance coverage, including at least comprehensive general liability with limits of two million dollars (\$2,000,000) in the aggregate. Life Time will provide Sponsor with proof of insurance upon Sponsor's written request.

17. Governing Law and 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.

18. **Force Majeure.** If, during the course of this Agreement, a sponsorship event, sponsorship entitlement, marketing benefit or activation, in-club media/experiential marketing, or any portion thereof, are cancelled, disrupted, closed, delayed, or

omitted because of war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control of Life Time, these cancellations or delays do not constitute a breach of the Agreement. If cancelled, Life Time, in its absolute and sole discretion, may, as applicable, (i) reschedule the Event the sponsorship event or sponsorship entitlement was related to, (ii) refund any applicable cash portion of the Sponsorship Fee, less the value of all Sponsor Benefits provided prior to cancellation of the Event, (iii) provide a Make Good to Sponsor for marketing benefits, activations, or in-club media/experiential marketing, or (iv) provide a pro-rated refund or credit for marketing benefits, activations, or in-club media/experiential marketing paid for by Sponsor but not yet rendered or performed by Life Time at the time of the disruption.

19. **Make Good.** In the event that Sponsor is granted a marketing benefit or activation that is no longer available due to reasons, including but not limited to a Life Time club location closure, event cancellation, changes in corporate policies, Sponsor will be offered an opportunity of similar value (a “**Make Good**”) or a pro-rated refund or credit for services paid for by Sponsor but not yet rendered or performed by Life Time at the time of the Life Time club closure. Sponsor may decide to accept the Make Good or take the pro-rated refund or credit in its sole discretion. In the event of a make-good, Life Time and Sponsor will execute an Addendum to this Agreement; the All terms and conditions of this Agreement shall apply to any future addendums.
20. **Event Name Change.** In the event that Life Time, in its sole discretion, chooses to update, modify, or rename any Event(s) or Program(s) included in this Agreement prior to the end of the Term, Life Time shall provide notice of the updated Event name to Sponsor within thirty (30) days of such modification. Further, the Parties acknowledge and agree that such modification shall (i) be automatically incorporated into the Agreement upon Sponsor’s receipt of the Event name change notice, (ii) not be considered a material change under this Agreement requiring a formal amendment between the Parties, and (iii) not have any effect upon any of Sponsor’s entitlements for the affected Event.
21. **Confidentiality.** Except as required by applicable laws and regulations, all Parties will treat the terms of the Agreement and its subject matter as confidential and will not disclose the terms. All press releases and other public announcements permitted under this Agreement are subject to prior written approval by the other Party. Notwithstanding any provision of the Agreement to the contrary, each Party may disclose the Agreement, the benefits, and related matters to its directors, officers, employees, financing sources, representatives and advisors who need to know for the Party to perform the duties and obligations contained herein.
22. **Conflicts of Interest.** Life Time has a policy prohibiting conflicts of interest, except under guidelines approved by the Life Time’s Board of Directors. A “Conflict of Interest” exists when a person’s private interest interferes in any way with the interests of Life Time. It is Life Time’s policy that (i) employees should avoid any direct or indirect business connection with the customers, suppliers, and competitors, except on behalf of Life Time; (ii) Life Time employees are not allowed to work simultaneously for a competitor, customer, or supplier of Life Time; and (iii) Life Time employees should not receive improper personal benefits (directly or indirectly, such as through a family member) as a result of the employee’s position with Life Time. Sponsor is not aware of any relationship or arrangement that violates Life Time’s policy and agrees that it will not knowingly take any action that would result in such a violation.
23. **Survival.** The obligations set forth in Paragraphs: 13 (Sponsor Indemnification), 14 (Life Time Indemnification), 15 (Liability Principles), and 16 (Governing Law and Arbitration) will survive for a period of three (3) years following the termination of the Agreement.
24. **Additional Terms.** Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties. The Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The failure of either Party to insist upon the strict performance of any provision of the Agreement or to exercise any election will not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any Party shall have been deemed to have been made unless expressed in writing by such Party. If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement

for each Party remain valid, legal and enforceable. Sponsor will not assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of Life Time.

25. **Entire Agreement.** This Agreement, any applicable referenced documents, constitutes the entire agreement between the Parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The captions and section headings used in the Agreement are for convenience of reference only and will not affect the construction or interpretation of the Agreement.
26. **Authority.** Life Time and Sponsor each individually represent and warrant that it has full power and authority to enter into the Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
27. **Counterparts, Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument. An electronic signature or a facsimile or scan of any original signature transmitted by one Party to the other Party is effective as if the original was sent to the other Party. Any electronic signature of a Party, whether encrypted or signed, scanned, and uploaded, is considered valid and effectively binds the Party to the Agreement. An electronically signed document, including the Agreement, will be deemed (i) "written" or "in writing", (ii) signed, and (iii) constitutes a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

EXHIBIT A

Insurance Requirements

Sponsor shall maintain the following minimum types and amounts of insurance at its own expense for the duration of the contract with insurers rated A- VII or better by A.M. Best. Sponsor shall provide Certificates of Insurance evidencing such required insurance (i) prior to execution of this agreement; (ii) within 10 days of expiration of any of the required insurance policies; (iii) at the reasonable request of Life Time.

Commercial General Liability (Occurrence Basis)	
Limits of Liability: \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000	General Aggregate Products/Completed Operations Aggregate Personal & Advertising Injury Each Occurrence
Such insurance shall include the following provisions: <ul style="list-style-type: none">• Include Life Time, Inc., its parent, subsidiaries, and affiliates as additional insured using ISO form CG2026 and CG 2037 or their equivalents.• Include a waiver of subrogation in favor of Life Time, Inc., its parent, subsidiaries, and affiliates.• Coverage shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Life Time, Inc., its parent, subsidiaries, and affiliates.• Standard unmodified ISO Contractual Liability• Separation of insureds	

Products Liability (Occurrence or Claims-Made Basis), where applicable	
Limits of Liability: \$5,000,000 \$5,000,000	Products/Completed Operations Aggregate Each Occurrence
Such insurance shall include the following provisions: <ul style="list-style-type: none">• Include Life Time, Inc., its parent, subsidiaries, and affiliates as additional insured as respects Products/Completed Operations• Include a waiver of subrogation in favor of Life Time, Inc., its parent, subsidiaries, and affiliates.• Coverage shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Life Time, Inc., its parent, subsidiaries, and affiliates.• Standard unmodified ISO Contractual Liability or its equivalent• Separation of insureds In the event that the Products Liability insurance required by this Agreement is written on a claims-made basis, Sponsor warrants that either continuous coverage will be maintained, or an extended reporting period will be exercised for a minimum period of three (3) years beginning at the time work under this Agreement is completed.	

Business Automobile Liability	
\$1,000,000	Combined Single Limit of Liability All Owned, Non-Owned, and Hired Vehicles
Such insurance shall include the following provisions: <ul style="list-style-type: none">• Include Life Time, Inc., its parent, subsidiaries, and affiliates as additional insured.• Include a waiver of subrogation in favor of Life Time, Inc., its parent, subsidiaries, and affiliates.	

- Coverage shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Life Time.

Workers' Compensation & Employer's Liability

Statutory \$1,000,000/\$1,000,000/\$1,000,000	Workers' Compensation Employer's Liability
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Such insurance shall include the following provisions:

- Include a waiver of subrogation in favor of Life Time, Inc., its parent, subsidiaries, and affiliates.

Umbrella/Excess Liability

\$10,000,000	General Aggregate
\$10,000,000	Products/Completed Operations Aggregate
\$10,000,000	Each Occurrence

Such coverage shall be at least as broad as the underlying General Liability, Automobile Liability, and Employer's Liability required hereunder and shall include the following provisions:

- Include Life Time, Inc., its parent, subsidiaries, and affiliates as additional insured.
- Include a waiver of subrogation in favor of Life Time, Inc., its parent, subsidiaries, and affiliates.
- Coverage shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Life Time.

Medical Professional Liability, where applicable

\$3,000,000	General Aggregate
\$1,000,000	Each Claim

In the event that the medical professional liability insurance required by this Agreement is written on a claims-made basis, Sponsor warrants that either continuous coverage will be maintained, or an extended reporting period will be exercised for a minimum period of three (3) years beginning at the time work under this Agreement is completed. Such coverage shall include the following provisions:

- Include Life Time, Inc., its parent, subsidiaries, and affiliates as additional insured.
- Coverage shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Life Time.

The minimum required limits above can be met with a combination of Primary and Umbrella/Excess Liability policies. These are minimum limits only and any additional limits procured by the Sponsor shall also be available to Life Time, Inc., its parent, subsidiaries, and affiliates as additional insureds on a primary and non-contributory basis. Sponsor shall be solely responsible for the satisfaction of any applicable deductible(s) and/or self-insured retention(s) applicable to the required insurance coverages noted above.

All insurance policies for the required coverages shall be endorsed to provide no less than 30 days notice of cancellation of such policies to Life Time.

Acceptance by Life Time of any deficient Certificate of Insurance or failure to request a Certificate of Insurance shall in no way relieve or waive the Sponsor's obligation to maintain the required insurance coverage under this agreement.