

Athlete's Name _____ Age _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in *REACH YOUR PEAK RUNNING's* Training Program _____ I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, covenant not to sue and discharge *REACH YOUR PEAK RUNNING* from liability from any and all claims including the negligence of *REACH YOUR PEAK RUNNING* resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in *REACH YOUR PEAK RUNNING's* Training Program.

Signature

Date

Assumption of Risks: Participation in running and conditioning programs carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I know that running is a potentially hazardous activity and certify that I am in good health and physically fit to enter into a training program. I acknowledge that I am aware of the many risks involved in athletic training in general and running training specifically, which risks include by way of example and not limitation: 1) minor injuries such as scrapes, bruises, sprains and strains, 2) more serious injuries such as joint, muscle and bone injuries, concussions and other head injuries, heat related injuries such as heat stroke and heat exhaustion, dehydration and over hydration conditions such as hyponatremia, and catastrophic injuries and conditions such as heart attacks and other conditions or injuries which could be fatal. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in training for and participating in road, trail and track running and racing and any conditioning and cross training activities associated with that training. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. _____ (Initial)

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS, *REACH YOUR PEAK RUNNING* from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in *REACH YOUR PEAK RUNNING's* Training Program. _____ (Initial)

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement consisting of two pages, fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Date

Athlete's Name _____ Age _____

Participation and Assumption of Risk Agreement

_____ "Athlete", in consideration of being permitted to participate in the athletic, running and conditioning training program with **REACH YOUR PEAK RUNNING**, acknowledge that participation in such a training program can be hazardous to my health and that I have an increased risk of injury by participating in this program. I agree and understand that I am solely responsible for my health and medical condition, and that it is my sole responsibility to determine my physical and medical fitness to undertake a strenuous training program. I acknowledge that **REACH YOUR PEAK RUNNING** is not a medical doctor and that advice and recommendations of **REACH YOUR PEAK RUNNING** are based upon the coach's training and experience as a runner. I know that running is a potentially hazardous activity and certify that I am in good health and physically fit to enter into a training program. I acknowledge that I am aware of the many risks involved in athletic training in general and running training specifically, which risks include by way of example and not limitation: 1) minor injuries such as scrapes, bruises, sprains and strains, 2) more serious injuries such as joint, muscle and bone injuries, concussions and other head injuries, heat related injuries such as heat stroke and heat exhaustion, dehydration and over hydration conditions such as hyponatremia, and catastrophic injuries and conditions such as heart attacks and other conditions or injuries which could be fatal. I accept all the inherent risks of participating in the running and conditioning training program. I understand and agree that **REACH YOUR PEAK RUNNING** shall assume no responsibility or liability for me for accident, illness, or loss of, or damage to, personal property resulting from participation in this Training Program. The foregoing is submitted in consideration of **REACH YOUR PEAK RUNNING** allowing my participation in this Training Program. I confirm that I am of adult age and I execute this document with full knowledge of the contents and consequences stated in this Agreement.

Signature

Date