



Athlete's Name: _____ Age: _____

A.R.E.C. Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in A Running Experience Club's (A.R.E.C.) marathon and half-marathon training program I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, covenant not to sue and discharge Coach Todd Rose and A.R.E.C. from liability from any and all claims including the negligence of Coach Todd Rose and A.R.E.C. resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in A.R.E.C.'s marathon and half-marathon 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 condition 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 Coach Todd Rose and A.R.E.C. 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 A.R.E.C.'s marathon and half-marathon 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 California 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 one page, fully understand its terms, and I understand that I am giving up substantial rights 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