

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Run at your own risk!

Waiver: In consideration of participation in the 1000 Mile Challenge, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, covenant not to sue, and discharge Coach Jenifer Schaller, RunWell Coaching, RunWell, LLC, all mentors, employees and volunteers, and the City from liability from any and all claims resulting in personal injury, accidents, illness or death arising from participation in the 1000 Mile Challenge. Further, I hereby grant permission for the free use of my name and/or photographs, videotapes, motion pictures, recordings, or any other record of my participation in this Program for any legitimate purpose.

Assumption of Risk: 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 participate in a 1000 Mile Challenge. I acknowledge that I am aware of the many risks involved in general and running training specifically, which includes, but is not limited to: cuts, scrapes, bruises, sprains and strains, joint, muscle, and bone injuries, heat related injuries, dehydration and hyponatremis, heart attack, weather conditions, and other conditions which could be fatal. I have read the previous paragraph and understand that these risks are inherent in road, trail, and track running and racing activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I agree to use by best judgement with regard to training, weather conditions and run at my own risk.

Indemnification: I also agree to INDEMNIFY AND HOLD HARMLESS Coach Jenifer Schaller, RunWell Coaching, RunWell, LLC, all mentors, employees and volunteers, and the City 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 the 1000 Mile Challenge.

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.