



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

I hereby acknowledge that by signing this Agreement, I am assuming risks and agreeing to indemnify, not to sue, and agreeing to release from liability Endurance – A sports and psychology center, Inc. (hereinafter “The Provider”), and it’s coaches, volunteers, instructors, leaders, employees, group participants, members and if applicable, owners and lessors of premises used for activities (hereinafter collectively referred to as “Releasees”). It is further understood that that I am giving up substantial legal rights.

In consideration of my (or my child’s) voluntary participation in Endurance – A sports and psychology center, Inc.’s, half-marathon/marathon and/or triathlon training and event participation, I voluntarily make the following agreements. I acknowledge that the sport of running and triathlon is inherently dangerous, including but not limited to dangers associated with man made obstacles or natural surface hazards. I also give permission for Endurance – A sports and psychology center, Inc. and its staff and volunteers to provide exercise opportunities in and outdoors.

I fully ACKNOWLEDGE AND FULLY ASSUME THE RISKS associated with participating in activities, as listed above and including the Provider and Releasees’ own negligence and the negligence of others. I fully understand that running and triathlon training and participation can include the potential for serious physical injury; permanent paralysis and/or mental injury; disability or death; exposure to extreme conditions and circumstances; accidents; illness; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; loss or damage to person or property situations beyond the immediate control of the Provider and other undefined harm or damage which may not be readily foreseeable, and other 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 training and event, or the acts, inaction or negligence of Endurance – A sports and psychology center, Inc. and the Releasees. I hereby assume any and all risks and responsibility for any damages, liabilities, losses or expenses, which I incur as a result of my participation in the sports training or event.

I know that participating in any sports event or activity includes an element of risk. I agree to abide by Endurance – A sports and psychology center, Inc. safety instructions and I agree that the staff can authorize necessary emergency treatment for me or my child. I authorize Endurance – A sports and psychology center, Inc. (and the staff, coaches & volunteers) to drive me or my child to the nearest emergency room to receive emergency medical treatment. I authorize emergency medical staff, Endurance – A sports and psychology center, Inc., and it’s staff, coaches and volunteers to provide emergency medical treatment to me or my child within the scope of their training. The staff at Endurance – A sports and psychology center, Inc. can also call my emergency contact and provide them with any necessary information.

**Cory Nyamora, PsyD, Director**



I also hereby represent that 1) I am (my child is) in good health and in proper physical condition to participate in the training and event \_\_\_\_\_; 2) I have (my child has) clearance by my (his/her) medical doctor to participate in this sports training program and the events \_\_\_\_\_; 3) I am (my child is) not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my (his/her) ability to safely participate in the training and event \_\_\_\_\_. I agree that it is my sole responsibility to determine whether I am (my child is) sufficiently fit and healthy enough to participate in the training\_\_\_\_\_.

Having read this waiver and knowing these facts, I hereby for myself, my heirs, executors, administration or anybody else who might file on my or my child’s behalf, covenant not to sue, and waive, release and discharge the provider, Endurance – A sports and psychology center, Inc. and all Releasees from any and all claims or liability of any kind or nature whatsoever arising out of participation in this half-marathon, marathon and/or triathlon training and/or event, even though that liability may arise out of negligence, or carelessness on the part of the persons or parties named in this waiver. Further I agree to indemnify, defend and hold harmless all parties mentioned.

I hereby warrant that I have read this Agreement carefully, understand it’s terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my partner, 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 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.

I Agree \_\_\_\_\_ (initials)

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Parent/Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

**Cory Nyamora, PsyD, Director**



Phone Numbers: \_\_\_\_\_

Height (or child's height): \_\_\_\_\_

### PERMISSION TO PHOTOGRAPH

To accomplish our goals, Endurance – A sports and psychology center, Inc. may take photos and/or video of you or your child during our activities and send press releases and photographs to the media (newspaper, radio, television and the internet ) and use photos and first names in our own publications and website. It is the right of the individual whether or not to consent to the use of his/her photograph and/or video and/or name for the above publicity purposes. I hereby authorize Endurance – a sports and psychology center, Inc. to use any photos/video taken of me or my child during the Endurance activities.

Name: \_\_\_\_\_

Name of Parent/Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Cory Nyamora, PsyD, Director**