

Waiver and Release of Liability – Assumption of Risk & Indemnity Agreement

Warning: Read carefully. This agreement includes a release of liability and waiver of legal rights and deprives you of the right to sue Blonde Runner Health LLC and other parties. Do not sign this agreement unless you have read it in its entirety; seek the advice of legal counsel if you are unsure of its effect.

IN CONSIDERATION of Team Blonde Runner and Blonde Runner Health LLC allowing me to participate in any training or event as either a member of the Team Blonde Runner or through the issuance of a single event license or permit; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I hereby represent that (i) I am in good health and in proper physical condition to participate in a training program and/or event (the "event"); and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate.

I understand and acknowledge the physical and mental rigors associate with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death: loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, traffic, animal hazards, contract or collisions with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions' imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures' participants of varying skill levels; situations beyond the immediate control of Event Organizers; and other undefined harm or damage which man 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 Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the program or event.

I agree to be familiar with and abide by the Rules and Regulations established by the event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the conditions and adequacy of my equipment.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Team Blonde Runner, Blonde Runner Health, LLC, South Davis Road Runners, USAT Triathlon, mentors, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers Host Cities, Local Organizing Committees, Venues, and Property Owners upon which the Event or practice takes place, Law Enforcement Agencies and other Public Entities providing support for the event or practice, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claims(s), demand (s), cause (s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understanding its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors an assigns), acknowledges that I have signed this Agreement freely and voluntarily, without and inducements, assurance of 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 reading 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 provisions shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Name (printed):	
Signature:	Date:

Blonde Runner Health LLC, 135 West 1900 South, Bountiful, UT 84010
Contact: Lora Erickson, 801.299.1601, for more information visit www.blonderunner.com