

Learning to Run Agreement And Release From Liability

- 1. **Voluntary Participation.** I acknowledge that I have voluntarily applied to participate in a running training program, conducted by Dayle Mulligan (“Instructor”).
- 2. **Definition of Injury.** For purposes of this Agreement, the word “injury” shall include, but not be limited to, heart attacks or other heart related damage, stroke, muscle strains, pulls or tears, broken or fractured bones, shin splints, heat prostration, knee, lower back, foot injuries, joint inflammation or other joint damage, and any other mental or physical damage, or death, or disability claimed to be caused by the activities associated with the Learning to Run program. Furthermore, I understand that some activities that are suitable for most individuals in this group may not be suitable for me personally, and I agree that I am personally responsible for knowing my limits.
- 3. **Waiver of Claim of Negligence.** Participant understands and agrees that due to the unpredictability of injury occurring in the physical activities of the Learning to Run Program, any claim of injury occurring due to perceived negligence on the part of any of the Instructor’s staff, employees, or officers, is waived.
- 4. **Mandatory Arbitration.** Participant fully understands that if Participant disputes any of the terms of this Agreement, after having signified acceptance by signing below, that reasonable efforts shall be made to resolve the dispute. However, if the parties are unable to reach a conclusion to the dispute, the parties will agree on the selection and employment of an arbitrator to resolve the dispute.
- 5. **Consent to use Photographs and Video Material.** I, the undersigned Participant (or if Participant is under 18 years of age, a Parent or Guardian of Participant), hereby give my permission and consent to the Instructor to use photographs or videos of myself (or underage Participant) while participating in programs. I further give my permission and consent to the Instructor to use such photographs or videos for promotion or marketing.
- 6. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND Dayle Mulligan AND SIGN IT OF MY OWN FREE WILL.

*Participation Medically Approved _____ (initial)

*Medical Approval Not Sought _____ (initial)

Date _____

Participant Signature

Participant Printed Name

Participant email address (optional)

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN OF THE PARTICIPANT IS REQUIRED.

Date _____

Participant Parent or Guardian Signature

Participant Parent or Guardian Printed Name