

Athlete's Name \_\_\_\_\_

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

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in the athletic, running and condition program with Cadence Run Coaching, LLC, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, covenant not to sue, and discharge Coach Cary Morgan (the "Coach") and Cadence Run Coaching, LLC from liability from any and all claims including the negligence of the Coach or Cadence Run Coaching, LLC resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in training activity and/or any training program suggested or established.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Assumption of Risks:** Participation in running and conditioning program 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 exhaustion and heat stroke, 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 conditioning and cross training activities associated with that training. I hereby assert that my participation is voluntary, certify that I am sufficiently health and physically fit to enter into this program and that I knowingly assume all such risks.

\_\_\_\_\_ (initial)

I agree and understand that I am solely responsible for evaluation and maintenance of my health and medical condition, and that it is my sole responsibility to determine my physical and medical fitness to undertake a strenuous training program. I acknowledge that the Coach is not a medical doctor and that advice and recommendations of the Coach are based solely upon the Coach's training and experience as a runner. The Coach is providing assistance as to: (1) conditioning and (2) providing education or activities in a wellness setting for the purpose of injury prevention, reduction of stress, or promotion of fitness.

\_\_\_\_\_ (initial)

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS the Coach and Cadence Run Coaching, LLC 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 program and services provided by the Coach and/or Cadence Run Coaching, LLC.

\_\_\_\_\_ (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 Alabama and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement consisting of three pages, fully understand its terms, and I understand that it involves giving up certain rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete accept the terms set forth above, including a release of liability.

---

Signature

---

Date