



# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT

IN CONSIDERATION of Meridians & Marathons... allowing me to participate in the Meridians & Marathons Training Systems Program(s) and Training Schedules, (the "Program or Schedule"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and 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");

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Program or Schedule; 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 Program or Schedule. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Program or Schedule.
2. I understand and acknowledge the physical and mental rigors associated with triathlon, and realize that running, bicycling, swimming and other portions of such Program or Schedule 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 ("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 Program or Schedule, 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 Schedule.
3. I agree to be familiar with and abide by the rules and regulations established for the Program or Schedule. I also accept sole responsibility for my own conduct and actions while participating in the Program or Schedule.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Meridians & Marathons and each of its respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Program or Schedule Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of actions, 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 Program or Schedule, 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, understand 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 and assigns), acknowledge that I have signed this Agreement freely and 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 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.

**Cancellation Policy:** In the event you must cancel a standing appointment with an Meridians & Marathons Coach outside of 24 hours we will reschedule you with written notice. Written notice may serve as text via cell phone number please. Less than 24 hours a cancel-written or otherwise will result in a paid session.

**PRINT NAME OF PARTICIPANT:** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**(Parent or legal guardian's signature if participant is under 18)**