

WAIVER AND RELEASE OF CLAIMS

I, individually or if under eighteen (18) years of age by and through my parent/guardian, ("Participant") voluntarily sign and enter into this Waiver and Release of Claims (Waiver/Release”) prior to and as a condition of participating in the running, conditioning, and training program offered by Lisa Landrum / Forward Motion Marketing, LLC (Company”) (the "Program") and agree that:

1. I hereby acknowledge and accept that participation in the Program may be physically and emotionally challenging, and may involve physical contact with others, occur in areas that may pose risks to my health and safety, and exposure to risk of accident, injury, death, damage to personal property and/or mental distress. I further acknowledge and agree that the location, nature, and terrain where the Program will occur may involve certain inherent risks, including, but not limited to, the possibility of accidents associated with being near or around vehicular traffic; the risk of exposure to insects and encounters with wildlife; the negligence of other persons, including other participants in the Program, who may be present; running over extreme mountainous or alpine terrain; running on highways and back-country roads; accidents or illnesses occurring in remote places without medical facilities. Company does not warrant or guaranty that the physical location of the Program is safe and appropriate for such Program.

I AM AWARE THAT PARTICIPATION IN THE PROGRAM MAY BE DANGEROUS AND THAT PERSONAL HARM, SERIOUS INJURY OR DEATH COULD RESULT TO ME AS A RESULT OF MY PARTICIPATION. I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF ACCIDENT, BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

2. I am responsible for determining whether I am physically and medically able to participate in the Program. I am responsible for determining whether a physical or medical examination should be undertaken before I participate in the Program and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after the Program, I am solely responsible for determining my health and physical status and whether I can or should discontinue my participation in the Program, or take other actions, to protect my health or safety. Company assumes no duty to me to ensure my physical or medical ability to participate in the Program, whether before, during, or after such Program. I expressly acknowledge that I am participating in the Program

Initial: _____

voluntarily and at my own risk, taking full responsibility, legal and otherwise, for my actions.

3. **RELEASE, WAIVER OF LIABILITY, AND INDEMNITY PROVISIONS:** In consideration for being permitted to engage in the Program, I, on behalf of myself, my heirs, executors, administrators, and personal representatives and any other person(s) who may take by or through me ("Releasing Parties") hereby irrevocably, unconditionally, and forever release, acquit, discharge and agree to hold harmless COMPANY, Lisa Landrum, individually, and all of their respective directors, officers, trustees, members, managers, staff, employees, volunteers, agents, personal representatives, attorneys, successors, parents, subsidiaries, affiliates and assigns, and all other persons and entities connected with such entities, whether herein named or not ("Released Parties"), from any and all charges, actions, complaints, causes of action, claims, liabilities, obligations, promises, controversies, damages, suits, proceedings, expenses, attorney fees, and demands of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether arising out of contract, tort, strict liability, or otherwise, whether currently existing or arising, occurring or accruing in the future, based upon, arising out of, related to, or connected in any way to the Program.
4. I will conduct myself in a safe and reasonable manner. I will not participate in the Program while under the influence of medication, drugs or alcohol, or while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that might in some manner potentially cause harm or injury to me, to another participant, or to the property of Company. I will defend and indemnify Company and Lisa Landrum, individually, and all of their respective employees, officers, directors, representatives, agents, and advisors, from and against any claim for injury, damage, or loss arising in some manner from my participation in the Program. I further acknowledge and agree that the Released Parties shall have no liability or obligation to Releasing Parties with respect to, arising from, related to, or in connection with my participation in the Program.
5. I represent and warrant that I, as the Participant or Participant's parent if signing as the parent of the minor participant, am eighteen (18) years of age or older, am under no legal incapacity to execute this Waiver/Release and to be bound by its terms. I have been given a full opportunity to review and analyze this Waiver/Release. I fully and completely understand all of the terms of this Waiver/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of

Initial: _____

