

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, individually or if under eighteen (18) years of age by and through my parent/guardian, (“Participant”) voluntarily sign and enter into this Release of Liability and Assumption of Risk ( “Release”) prior to and as a condition of participating in a running, conditioning, and training program offered by Forward Motion Marketing, LLC ( “Company”) (the “Program”).

In consideration of being permitted by Company to participate in the Program and the intangible value that I will gain by participating in the Program, and in recognition of Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument.

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 locations of the Program are 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, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF COMPANY OR OTHERWISE.**

2. I acknowledge that I do not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent me from participating in the Program. 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. 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. 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 voluntarily and at my own risk, taking full responsibility, legal and otherwise, for my actions.

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3. 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.
4. **RELEASE, WAIVER OF LIABILITY:** In consideration for being permitted to engage in the Program, I, on behalf of myself, my heirs, executors, administrators, and personal representatives (“Releasing Parties”), hereby irrevocably, unconditionally, and forever expressly waive and release any and all claims, now known or hereafter known, against Company, and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns, including Lisa Landrum (collectively, “Released Parties”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Program, whether arising out of the ordinary negligence of Company or any Released Parties or otherwise. I covenant not to make or bring any such claim against Company or any other Released Party, and forever release and discharge Company and all other Released Parties from liability under such claims.
5. **INDEMNITY PROVISIONS:** I shall defend, indemnify, and hold harmless Company and all other Released Parties against any and all injuries, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising in some manner from my participation in the Program, including any claim related to my own negligence or the ordinary negligence of Company. 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.
6. 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 Release and to be bound by its terms. I have been given a full opportunity to review and analyze this Release. I fully and completely understand all of the terms of this Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.
7. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Program. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Company from any claim based on such treatment or other medical services.

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8. This Release constitutes the sole and entire agreement of Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I acknowledge and agree that this Release will be governed and construed under the laws of the State of North Carolina without application of its conflict of laws principles. I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held void or unenforceable, it is agreed that, notwithstanding any such invalidity, the remainder of this Agreement shall continue in full legal force and effect.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL, AND SIGN IT OF MY OWN FREE WILL.**

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Parent Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Parent Name

\_\_\_\_\_

Date

\_\_\_\_\_

Participant's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Participant Name

\_\_\_\_\_

Date

Initial: \_\_\_\_\_