

**Athlete's Name** \_\_\_\_\_ **Age** \_\_\_\_\_

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

**Waiver:** In consideration of being permitted to participate in the COACHKIPRUNNING.COM Training Program, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, covenant not to sue and discharge COACH WILSON KOMEN and the COACHKIPRUNNING.COM program from liability from any and all claims including the negligence of COACH WILSON KOMEN resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the COACHKIPRUNNING.COM distance Training program from 5k to marathon distance.

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Signature

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Date

**Assumption of Risks:** Participation in running and conditioning programs 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 stroke and heat exhaustion, 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 and that I knowingly assume all such risks.

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\_\_\_\_\_ (Initial)

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS COACH WILSON KOMEN and COACHKIPRUNNING.COM 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 COACH WILSON KOMEN, his company, and Training Programs.

**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 District of Columbia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement consisting of two pages, fully understand its terms, and I understand that I am giving up substantial 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 and unconditional release of all liability to the greatest extent allowed by law.

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Signature

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Date