

## WAIVER AND RELEASE OF LIABILITY

Please read carefully! This is a legal document that affects your legal rights!

Trainee: \_\_\_\_\_

The Trainee named above desires to seek the training/conditioning services of Andrea Marie Gibson dba Drea Gibson Run Coach ("Trainor"), which may include strenuous, active, vigorous, and exhausting activities. Trainee certifies that he/she is physically fit, has sufficiently prepared or trained for participation in this activity, and has not been advised to not participate by a qualified medical professional. Trainee certifies that there are no health-related reasons or problems which preclude his/her participation in this activity. Trainee freely, voluntarily, and without duress executes this Waiver and Release of Liability under the following terms:

**RELEASE AND WAIVER:** Trainee releases and forever discharges and holds harmless Trainor and her successors and assigns from any and all liability or claims that Trainee (or the Trainee's heirs or assigns) may have against Trainor with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Trainee's activities with Trainor. **TRAINEE UNDERSTANDS AND ACKNOWLEDGES THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANYWAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF TRAINOR OR HER OFFICERS, DIRECTOR, EMPLOYEES, OR AGENTS.** Trainee also understands that Trainor does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Trainee releases and forever discharges Trainor from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Trainee's activities with Trainor.

**ASSUMPTION OF RISK:** Trainee understands that activities may be hazardous to the him/her, including but not limited to, dehydration, muscle strain, bone fractures, asthma, allergies, pulmonary and lung diseases, injury or death and could result from the terrain, facilities, temperature, weather, falls, heights, other participants, Trainee's condition, equipment, vehicular traffic, lack of hydration, and the actions of other people. Trainee expressly and specifically assumes the risk of injury or harm in these activities.

Trainee expressly agrees that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, Trainee expressly agrees that if any one or more of the provisions contained in this Waiver and Release of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to be enforceable.

Trainee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_ Phone: \_\_\_\_\_

(Parent/Guardian's signature if under 18 years of age)

I represent that I have legal capacity and authorize to act on behalf of the minor named herein.

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_