

TEAM RUNNERS HIGH

a California nonprofit corporation

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between **TEAM RUNNERS HIGH, INC.**, its coaches, employees, agents, officers, directors, volunteers, representatives, successors, and assigns (collectively "**TRH**"), and the undersigned ("**Member**"). The provision of coaching, instruction, events, and/or activities by TRH to Member, and Member's use of any premises, facilities or equipment at which such coaching, instruction, events, and/or activities are provided, are contingent upon this Agreement. In signing this release, Member understands and acknowledges that TRH does not discriminate on the basis of race, color, creed, sexual orientation, age, nationality, or any other factor.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including walking or running, follow any coaching or instruction, participate in any event or activity, or enter any premises or facilities at which any events or activities sponsored or promoted by TRH are offered (collectively "the Activities"), you do so at your own risk and assume the risk of any and all illnesses, injuries, and/or damages you may suffer, whether while engaging in physical exercise or not. This includes illnesses, injuries, or damages sustained while and/or resulting from coaching and instruction, using any premises or facility at which such coaching or instruction is offered, or using any equipment, whether provided to you by TRH or otherwise, including illnesses, injuries, or damages arising out of the negligence of TRH, whether active or passive, or any of TRH's coaches, employees, agents, officers, directors, volunteers, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, following any coaching or instruction that may be offered, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, sidewalks, parking lots, streets, stairs, garage or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to nutrition, diet, weight lifting, walking, jogging, running, aerobic activities, plyometrics, strength training, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer(s) or otherwise.

Without limiting any and all other illnesses, injuries, and/or damages that may result from your participation in the Activities, you understand and acknowledge that such participation may result in exposure to certain infections and/or communicable diseases including, but not limited to, **COVID-19**. Inherent in individuals congregating in close proximity and engaging in strenuous physical exercise is the risk that you may be exposed to breath, sweat, or other bodily fluids which may increase the risk of exposure to and infection by communicable diseases including, but not limited to, **COVID-19**. By signing this release, you understand and acknowledge that you specifically assume any and all such risk, whether resulting in illness to yourself or any others with whom you may come into contact, and accept sole responsibility on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents, and assigns).

RELEASE: You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge TRH (and TRH's employees, agents, officers, directors, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of TRH, whether active or passive, or any of TRH's coaches, employees, agents, officers, directors, volunteers, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, illnesses and/or injuries which may occur as a result of (a) following any coaching or instruction that may be offered, (b)

improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, (d) negligent hiring or retention of employees, (e) slipping or tripping and falling while on any portion of any premises or facilities, or while traveling to or from any activities sponsored or promoted by TRH, including injuries resulting from TRH's or anyone else's negligent inspection or maintenance of any facility or premises where TRH may conduct its activities, and/or (f) improper and/or negligent sanitation or disinfection practices relating to any such premises or facilities.

If you are signing on behalf of a minor child, you also give permission to administer the necessary first aid, and in case of serious illness or injury, you give permission to call for medical and or surgical care for the child and to transport the child to medical facility deemed necessary for the well-being of the child.

PHOTOGRAPHY/VIDEO RELEASE: Participants involved in any activities offered by TRH may be photographed or videotaped during activities. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the TRH website, social media platforms, or in any editorial, promotional or advertising material produced and/or published by TRH.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless TRH from any loss, liability, damage, or cost TRH may incur due to the provision of any services or activities by TRH to you. Therefore, you accept financial responsibility for any illness or injury that you or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should TRH, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, you agree to reimburse them for such fees and costs.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer(s)' negligence, or for any defective product used while receiving personal training and nutritional guidance from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

PARTICIPANT NAME (please print)

PARTICIPANT SIGNATURE

DATE

SIGNATURE OF PARENT OR GUARDIAN
(for participants under the age of majority)

DATE
