



### TRAINING RELEASE/WAIVER OF LIABILITY & ASSUMPTION OF RISK

Participant's Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Parents' Name (If Participant is a minor) : \_\_\_\_\_

I, the undersigned ("Participant"), in consideration for **Performance Running, LLC** ("Performance Running, LLC") allowing my participation in Gym Membership, physical training, running, personal training, any and all training classes, events and activities ("TRAINING") agree as follows:

#### Release/Waiver of Liability

Participant acknowledges and understands that:

- (1) Participation in all TRAINING is voluntary, optional, can be obtained elsewhere, and are not considered an essential public service;
- (2) Although TRAINING is designed to provide a safe level of beneficial education and enjoyment, there is an inherent risk that TRAINING does include the risk of accident or injury and that this risk may be in the form of an accident that may be serious or even death as a consequence.
- (3) It is my responsibility to consult with a physician prior to and regarding my participation in any physical activity or TRAINING. I represent that I am physically fit and I have no medical, psychological, or other condition which would prevent my full participation in TRAINING.
- (4) It is not expected of me nor will I attempt anything I am not comfortable with.
- (5) Consent is hereby given to whatever medical care might be provided or available to the undersigned while on the premises.

Therefore, I the Participant, hereby for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS and WAIVE ANY AND ALL CLAIMS OR ACTIONS that may arise against PERFORMANCE RUNNING, LLC its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees

AS A RESULT OF AND WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH LOSS, THEFT OR DAMAGE including and without limitation, personal, bodily or mental injury, economic loss or any damage to me, my spouse, my children, or others resulting from the negligence of PERFORMANCE RUNNING, LLC, its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees. I also agree to defend, indemnify, and hold PERFORMANCE RUNNING, LLC, its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees harmless against any claims arising out of the negligent or willful acts or omissions of me and any person that is with me.

#### Assumption of Risk

There is a potential risk of injury from activities involved in TRAINING, and while particular rules, equipment and personal care may reduce this risk, the risk of injury does exist. Therefore, I the Participant, hereby agree to:

1. Specifically ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of PERFORMANCE RUNNING, its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees or any others, and assume full responsibility for my participation and any injury while is using any of PERFORMANCE RUNNING, LLC's facilities, equipment, services or participating in classes, events and activities.
2. Willingly follow all safety rules for TRAINING and the instructions of PERFORMANCE RUNNING, LLC its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees.

If I observe any unusual significant hazard during my presence or participation that may cause injury to myself or others, I will remove myself from participation and bring such to the attention of PERFORMANCE RUNNING LLC immediately.

**Severability.** If any provision of this Waiver shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Waiver shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein

**Governing Law and Attorney Fees.** This Waiver shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the State of Minnesota. If any arbitration or any action in law or equity is brought to enforce or interpret this provisions of this Waiver, the undersigned shall pay for the attorneys' fees for all parties.

**I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE, INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF RISK AND RELEASE/WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND HAVE BEEN OFFERED A COMPLETE COPY.**

\_\_\_\_\_  
(Participant's Printed Name)

\_\_\_\_\_  
(Parent/Guardian Name if Participant is under 18)

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
(Parent/Guardian's Signature if Participant is under 18)

Date Signed: \_\_\_\_\_

**PARENTAL RELEASE/WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT  
FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, the undersigned parent or legal guardian of the Participant, hereby execute the foregoing Release/Waiver of Liability and Assumption of Risk for and on behalf of Participant and agree to bind myself, Participant and any heirs, next of kin, assigns or personal representatives to the terms of the Waiver of Liability and Assumption of Risk. In addition, I represent that I have full legal authority to act for and on behalf of Participant, and I agree to indemnify and hold harmless PERFORMANCE RUNNING, LLC its Owners as individuals and as Members, Governors, Officers, Managers, and or Employees and anyone else associated with PERFORMANCE RUNNING, LLC for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing Release/Waiver of Liability and Assumption of Risk.

\_\_\_\_\_  
(Parent/Guardian's Signature if Participant is under 18)

Date Signed: \_\_\_\_\_

Emergency Phone Number ( ) \_\_\_\_\_