

## **RUN HEALTHY, LLC RELEASE & WAIVER**

I hereby request permission from Run Healthy, LLC (the "Company") to participate in the athletic, running, and conditioning training program (collectively, the "Company's Program").

In consideration of the grant of permission of the Company for me to participate in the Company's Program, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree and represent as follows:

1) I am in good health and have no disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in the Company's Program or which poses a health risk to other users of the Company's Program. I assume full responsibility for my medical condition as it relates to engaging in the Company's Program. I have consulted with a physician and have not been instructed by such physician to refrain from participating in the Company's Program.

2) I have adequate insurance (including, without limitation, health insurance) necessary to provide for and pay any and all medical costs that may directly or indirectly result from my participation in the Company's Program.

3) I understand that my participation in the Company's program involves risk. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my participation in the Company's Program.

4) I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the Company, its Board of Directors, officers, shareholders, agents (including managing agent) employees, attorneys, and their respective successors and/or assigns (collectively, the "Company Party") from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the Company or a Company Party or otherwise, that may arise from my participation in the Company's program, including, without limitation, any damage to Company's property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

5) I agree to indemnify and hold harmless the Company and any Company Party from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the Company or any Company Party, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of participation in the Company's Program and/or my breach of this Release and Waiver.

6) This Release and Waiver has been executed by me and may not be used by any other person for the purpose of participating in the Company's Program.

7) This Release and Waiver covers any and all liability, claims and actions caused entirely, or in part, by any and all acts or failures to act on my part, including but not limited to, negligence or mistake.

8) This Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin.

9) This Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the State of Florida, without giving effect to conflict of law principles.

10) If any term or provision of this Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

11) This Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Release and Waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Release and Waiver.

12) The provisions of this Release and Waiver will continue in full force and effect even after the termination of the activities conducted by the Company.

13) I have read and fully understand the terms of this Release and Waiver, and that I may have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree to abide by and be bound by the terms and conditions of this Release and Waiver. I have had an opportunity to consult counsel regarding this Release and Waiver.

IN WITNESS WHEREOF, I have duly executed this Release and Waiver this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Printed Name:

**For Participants of Minority Age (under 18)**

If the undersigned is under eighteen (18) years of age (a "Minor") then the Company must first consent in writing to the Minor's participation in the Company's Program. Provided the Company consents in writing to the Minor's participation in the Company's Program, a parent of such Minor must monitor the Minor during their participation in the Company's Program, and the parents of the Minor must execute this Release and Waiver below, agreeing to be bound by, for and on behalf of the Minor, all terms and conditions contained herein.

This is to certify that I, as parent with legal responsibility for this Minor, do consent and agree to such Minor's execution of this Release and Waiver, and I, for myself and on behalf of such Minor, agree to be bound by all terms and conditions contained herein.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Parent*

\_\_\_\_\_  
*Printed Name of Parent*

\_\_\_\_\_  
*Name of Minor*

**Company's authorization to allow Minor to participate in Company's Program:**

Granted: \_\_\_\_\_

Denied: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company's Representative Signature

\_\_\_\_\_  
Printed Name of Company's Representative