



FEET for FED Marathon Training Program Waiver of Negligence & Complete Release of Liability

I wish to participate in the FED Marathon Training Program (the "Training Program"), which I understand to be a non-competitive six-month running and walking fitness program. I understand that by participating in the Training Program, I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks which may result from my use of those streets and facilities. I am also aware that accidents or illness can occur during road running and that I may be seriously injured or killed as a result. I am voluntarily participating in the Training Program with knowledge of the dangers involved and I agree to accept any and all risks of injury or death.

In consideration for being permitted to participate in the Training Program, I agree to assume all risks and to release in advance and hold harmless and discharge each of the Foundation to Eradicate Duchenne, Inc ("FED"), FED representatives, coaches and team leaders, the cities in which I will train, all affiliated organizations, individuals and entities, designated beneficiaries, sponsors, first-aid volunteers, officials, participating clubs, communities, organizations, the Training Program, the National Park Service and all other government or public entities (and all of their respective officers, directors, agent, employees and members) ("Parties") from any liability and to waive all rights with respect to any and all claims for damages for death, personal injury or property damage, including but not limited to medical bills, lost wages, pain and suffering, attorney fees and court costs, which I may have, or which may hereafter accrue to me as a result of my participation in the Training Program, even though this liability may arise through no fault of my own, or from the negligence or carelessness on the part of the person or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

I verify that I have full knowledge of the rigors and risk involved in participation in the Training Program. I understand that the Training Program requires that I complete runs of a minimum of 30 minutes, twice a week on my own, and longer group runs on weekends. I understand that I will be required to complete weekly group runs led by running coaches during the six-month period preceding the marathon I have chosen. The group runs start with three miles of running and walking and gradually increase in distance each week. I understand that I must maintain a 17 – minute per mile training pace or faster in order to participate in the Training Program. I understand that the Training Program personnel, including my running coach and program representative ("Trainers"), are not licensed physicians and any suggestions or recommendations the Trainers may make regarding any aspect of my training or physical fitness are not being rendered as medical advice. I agree to independently consult my personal physician prior to starting the Training Program to ensure that I am physically able to participate and also in the event of any injuries or medical questions relating to my fitness or the Training Program.

I am in good health, physically fit, and capable of participating in the Training Program, and my medical care provider has approved my participation. If I am aware of or under treatment for any physical infirmity, ailment or illness, or if I am taking any prescription or over-the-counter medications, my medical care provider knows of and has approved my participation in the Training Program. I understand, or will educate myself about the dangers of dehydration and hyponatremia (low blood sodium) and will take precautionary measures to prevent these conditions. I acknowledge that I, and I alone am solely responsible for my personal health and safety, and the personal property I bring with me. I also acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expense incurred on my behalf.

I have read and understood the description and guidelines for participation in the Training Program, and I will abide by any rules and regulations established by the Training Program organizers and personnel as well as the laws of any county, city, or other jurisdiction in which I will train.

I understand that my name, photograph, voice or likeness may be used by FED, their licensees, affiliates and employees in any manner they deem appropriate and necessary and I hereby release, consent to, and authorize, in advance, any such use for any purpose whatsoever without any remuneration to me in exchange for such release, and waive any rights of privacy and/or publicity I may have in connection therewith.

I understand that weather, emergencies, or other issues of public safety and beyond the control of FED may cause cancellation or postponement of the Training Program, in whole or in part. I hold all Parties harmless should such cancellation or postponement occurs, and I understand that no contributions, payments or expenses will be refunded.

I understand that, in the event that any one or more of the provisions contained in this Waiver and Release shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release and the remaining portions shall remain in full force and effect.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a contract between FED, and me and all of their respective officers, directors, employees, agents and representatives, and I sign of my own free will. In addition, I am aware that I will be asked to confirm my understanding of this agreement during the Orientation for the Training Program by signing another copy of a waiver, and the failure to do so will disqualify me from participating in the Training Program without entitling me to any refund.

THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE READ IT CAREFULLY
BEFORE SIGNING.

Signature: _____ DATE: _____

Name: _____

Signature of Parent or Legal Guardian: _____

DATE: _____

Name of Parent or Legal

Guardian: _____