

WAIVER AND RELEASE OF CLAIMS AND LIABILITY

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in the sport of running. I realize that my participation in running is potentially hazardous, which could result in injury or death.

I represent that I have had a recent physical examination by a physician and that I do not suffer from any physical or mental difficulties that make it inadvisable for me to participate in any running or other physical activities. I fully recognize that I am responsible for the knowledge of my own state of health at all times. I will not participate in any training runs, club organized events, or races unless I am medically able and I certify that I am medically able to perform all activities associated with MoCo Track Club, LLC (a/k/a MoCo Track Club and referred to herein sometimes as the "club") and am in good health and physical condition.

I understand that neither MoCo Track Club nor any of its agents, representatives or employees have expertise in diagnosing, examining or treating medical conditions of any kind.

I understand there are certain physical risks created by participating in sporting activities and I assume all risks associated with participating with this club and in club activities which may include: falls, contact with other participants or runners, the effects of the weather (including high heat and/or humidity, cold weather and/or snow), traffic and the conditions of the road, paths, grass fields and/or track; all such risks being known and appreciated by me and I will not hold the MoCo Track Club "Responsible" for any injuries, which may occur, as a result of me OR my child or children's participation.

Having read this WAIVER OF LIABILITY and knowing these facts I, for myself and anyone entitled to act on my behalf, waive and release the MoCo Track Club, their officers, employees, coaches, all club sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation with the club, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I also grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record for any legitimate promotional purposes for the club.

Signature:
Print Name:

Date:

Parent's Signature (if under 18 years):
Print Name:

Date: