

**2012 Waiver of Liability for the
“Strides for Strong Bones” 3 MILE FUN RUN/WALK – August 18, 2012**

WAIVER OF LIABILITY & ASSUMPTION OF RISK: For and in consideration of USA Track & Field, Inc. ("USATF") allowing me, the undersigned, to participate in the **2012 Strides for Strong Bones Fun Run**, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older (or that this document is also signed by my parent or legal guardian); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs that would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, trail or mountain running and race walking is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers that include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment and property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from (i) adverse weather conditions; (ii) imperfect course or track conditions; (iii) land, water and surface hazards; (iv) equipment failure; (v) inadequate safety measures; (vi) participants of varying skill levels; (vii) situations beyond the immediate control of the Event Organizers; and (viii) other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses I incur as a result of my participation in any Event.
3. I accept sole responsibility for my own conduct and actions while participating in the Event, the condition and adequacy of my equipment, and the protection of my private property.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the USA Track & Field, Inc., its Associations and Sport Disciplines, Sponsors, Advertisers, Coaches, Team Managers and Officials, City of Medical Lake, Emde Sports LLC, WOC (Washington Osteoporosis Coalition), Spokane Osteoporosis Endocrine Associates, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs, defense costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, including with respect to the provision of information regarding rules and scheduling. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. In the event that I am injured in connection with the Event, I hereby consent to the provision of necessary and appropriate emergency medical treatment.
6. I hereby warrant that I am of legal age and competent to enter into this Agreement (or that this Agreement is also signed by my parent or legal guardian), that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
7. As a condition of my participation in the Event, I hereby grant USA Track & Field, Inc., Washington Osteoporosis Coalition, Spokane Osteoporosis Endocrine Associates and Emde Sports LLC, a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting Event, USATF or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.
8. I certify that the birth date and age information provided in my member profile and confirmed at the beginning of the entry process is true and accurate.

Athlete's signature (or parent/guardian signature if athlete is under 18):

Date:
