

Waiver and Release

I, the undersigned, am aware that participating in a program such as the Twenty-Six Two Marathon Training Program is a potentially hazardous activity, and that I should not so participate unless physically able. I verify that I am medically fit to participate, and will have sufficiently trained for the event prior to participation.

I am training for the _____ Marathon, which is scheduled to be held on _____ (day, month, year).

I agree to abide by the rules and decisions of any event officials relating to participation, and assume all risks associated with participation in the event and any associated event or activities, including but not limited to, falls, injuries, contact with other participants, effects of the weather such as high heat and/or humidity, traffic, road conditions, all such risks being known and appreciated.

THIS WAIVER AND RELEASE is made by the individual named below in favor of Twenty-Six Two Marathon Club, Inc., a Texas non-profit corporation ("TST"), and its officers, directors, employees, agents, sponsors, volunteers, promoters, administrators, successors and assigns (referred to collectively as "the Released Parties").

In consideration of participation in the TST Marathon Training Program, and intending to be legally bound, I hereby assume all responsibility for and all risk of any damage or injury whether to property or person, including death, that may occur in connection with the training program. I hereby release, waive, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes the Released Parties from any and all liabilities, damages, claims, demands, or injuries, including death, that may be sustained by me resulting from or arising out of my participation in the training program, **INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES, OR BY A PRE-EXISTING DEFECT.** I understand that this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly negligent conduct.

I understand and agree that this Waiver and Release shall bind my heirs, assigns, successors, and personal representatives, including a spouse and members of my family, and shall be governed by the laws of the State of Texas. I understand and acknowledge that I may be waiving important legal rights by execution of this form, and acknowledge that I have had an opportunity to review this form with counsel of my choice.

I have read this agreement carefully, understand it, and certify my agreement by my signature below.

Signature

Date

Printed Name