



COUCH TO 5K TRAINING PROGRAM

WAIVER OF LIABILITY AND PUBLICATION RELEASE FORM

IT IS RECOMMENDED THAT YOU TALK WITH YOUR DOCTOR BEFORE BEGINNING ANY TRAINING PROGRAM.

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE COUCH TO 5K TRAINING PROGRAM

_____ **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SCHUSTER PHYSICAL THERAPY, "RELEASEES" ITS AGENTS AND PRINCIPALS OR EMPLOYEES FROM ALL LIABILITY** to the undersigned on account of injury to the person whether caused by the negligence or gross negligence of the 'releasees', or otherwise while the undersigned is participating in the Couch to 5K Training Program and/or officiating in, observing, working for or for any purposes participating in the event(s).

_____ **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE 'RELEASEES'**

_____ **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF 'RELEASEES' OR OTHERWISE** while participating in the Couch to 5K Training Program and/or while officiating, observing, or working for or for any purpose participating in the event(s). THE UNDERSIGNED expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury. **THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. All rights and obligations of this license, if granted, are specific to the individual applicant executing this membership and license application. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I also authorize Schuster Physical Therapy officials to utilize my photographs and video of my participation in Schuster Physical Therapy Couch to 5K Training Program for any and all purposes.

I, the undersigned, hereby release participant(s) *and any others connected* with the Couch to 5K Training Program from liability for any and all losses, claims or demands resulting from injury to person arising from the negligence, gross negligence or from any other cause(s) connected with the Couch to 5K Training Program. The undersigned is subject to the terms and conditions of this Release of Liability.

THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS THIS RELEASE OF LIABILITY AND AGREES TO ITS TERMS AND CONDITIONS.

Signature (Parent if under 18): _____ Date: _____