

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
FOR  
MAGIC VALLEY RUNNERS**

THIS AGREEMENT is made, entered into, and effective immediately upon execution hereof by Participant and/or Participant's Guardian (hereinafter collectively referred to as "Participant"). Participant hereby states, warrants, and agrees as follows:

1. Participant or, in the case of a minor, Participant's legal guardian, is of lawful age of majority (18 years or older).
2. Permission to participate in the Magic Valley Runners club is fair and adequate consideration for the terms and conditions set forth in this agreement.
3. Participant has joined this club voluntarily and without undue influence. Participant is in good health, good physical condition, and is aware of no medical or legal reason Participant cannot or should not participate.
4. Participant agrees this club involves potentially hazardous activities including, without limitation, running and physical exertion. Participant hereby assumes full and complete responsibility for any personal injury, disability, death, property damage or loss which may occur during or in association with any and all activities affiliated, directly or indirectly, with this club.
5. Participant hereby waives, releases, agrees to defend, indemnify and hold harmless the club, its board of directors, agents, officers, members, affiliates, employees, sponsors, organizers, supporters, its successors and assigns and all other persons or entities associated directly or indirectly with this club (the "Releasees") of and from any and all loss, liability or claim which Participant may have arising out of participation with this club, including without limitation, personal injury, disability, death, medical expenses, wages, lost income, or property damage suffered by Participant, Participant's guardian, the undersigned, or others, whether the same be caused by falls, contact with other participants, conditions of the course, negligence of the Releasees or any other cause, without limitation.
6. Participant may be removed from the club at any time for any reason.
7. I give my full permission to Magic Valley Runners and any other sponsor of this club to use any photographs, videotapes, or other recordings of me and/or my child that are made during the course of participation in this club.
8. This Waiver and Release may be stored electronically and that a copy is valid, enforceable, authentic and admissible for all purposes.

9. The undersigned agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Idaho and that if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.
10. The undersigned has read and voluntarily signs this agreement and further agrees that no representations, statements or inducements apart from those set forth in this agreement have been made.
11. Participant hereby covenants not to file suit against the Releasees, their successors or assigns, or make any claims against the Releasees, for any claims, without limitation, regardless of fault.
12. This terms and conditions of this agreement shall remain in full force and effect upon execution hereof and at all times thereafter, regardless of membership in the club.
13. This agreement shall be binding upon Participant's heirs, successors, agents and assigns.

IN WITNESS WHEREOF, I have executed this liability release and waiver.

\_\_\_\_\_   
 Date of Birth of Participant

\_\_\_\_\_   
 Signature of Participant

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

I, the undersigned, as parent or legal guardian of the above named participant, hereby knowingly and voluntarily execute this Release of Liability and Indemnity Agreement with the intent of affirming and making effective all representations made herein by the Participant. I have fully read and understand the content of this agreement and consent to the same and on behalf of myself as well as in my authority as the parent or legal guardian of the above-named Participant.

Signature of Parent or Guardian \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone: \_\_\_\_\_

Date \_\_\_\_\_