

**RELEASE, WAIVER, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT  
FOR COUCH TO 5K RUNNING PROGRAM AND  
TRANSPORTATION TO AND FROM PROGRAM**

This Release is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and on behalf of \_\_\_\_\_ (hereinafter referred to as "Releasor"). This Release is executed by Releasor and either Releasor's parent(s) or guardian.

In consideration of being permitted to participate in the Couch to 5K Running Program (C25K Program) between April 22, 2013 and July 15, 2013, and transportation to and from workouts and/or the final 5K run, Releasor, Releasor's parents and/or guardian, and Releasor's spouse, legal representatives, heirs, and assigns hereby release, waive, and discharge Ada County, its officers, agents, and employees (hereinafter referred to as "Releasees") from all liability to the Releasor, Releasor's spouse, parents, guardians, legal representatives, heirs, and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to Releasor's person or property, including injury resulting in death of the Releasor, while the Releasor is in any manner participating in the above-mentioned C25K Program and transportation to and from such program. Releasor and Releasor's parents and/or guardian agree to hold Releasees harmless for any loss, liability, damage, or costs Releasor and/or Releasor's parents and/or guardian might incur due to the participation of Releasor in the C25K Program and transportation to and from such program.

Additionally, Releasor and Releasor's parents and/or guardian shall defend, indemnify, and hold Releasees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Releasor. In the event that any Releasee is alleged to be liable on account of any activities, acts, or omissions of Releasor, then Releasor shall defend such allegations through counsel chosen by Ada County, and Releasor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

Releasor and Releasor's parents and/or guardian hereby assume full responsibility for the risk of bodily injury, death, and/or property damage during the entire duration of the C25K Program, transportation to and from such program, and while in any manner participating in the above-mentioned program. It is expressly understood that participation in exercise and running programs is inherently dangerous, and Releasor and Releasor's parents and/or guardian hereby recognize the inherent dangerousness of such activities. Releasor and Releasor's parents and/or guardian understand that it is recommended that Releasor receive a doctor's approval before beginning the C25K Program. Releasor and Releasor's parents and/or guardian represent to Releasees that, notwithstanding the dangerous nature of this activity, Releasor and Releasor's parents and/or guardian assume all risk of injury and/or death and that Releasor desires to participate being fully aware of such risks.

Releasor and Releasor's parents and/or guardian acknowledge that participation in the C25K Program is not a condition of Releasor's probation, participation in such Program has not been ordered by any court, and participation by Releasor in such Program is completely voluntary.

Releasor and Releasor's parents and/or guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the rest of this Release shall, notwithstanding, continue in full legal force and effect.

Releasor and Releasor's parents and/or guardian confirm that each has carefully read the foregoing Release, knows and understands the contents thereof, and signs this Release by his or her own free will. Further, Releasor and Releasor's parents and/or guardian understand that by signing this Release, Releasor and Releasor's parents and/or guardian give up substantial rights they might otherwise have to recover damages for any losses occasioned by the fault of others and, knowing this, they choose to sign this Release voluntarily, without inducement.

**IN WITNESS WHEREOF**, Releasor and Releasor's parent(s) and/or guardian have executed this Release the day and year first above written.

\_\_\_\_\_  
Printed Name of Releasor (participant in C25K Program)

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date of Birth of Releasor

\_\_\_\_\_  
Printed Name of Releasor's Parent #1 or Guardian

\_\_\_\_\_  
Printed Name of Releasor's Parent #2

\_\_\_\_\_  
Signature of Releasor's Parent #1 or Guardian

\_\_\_\_\_  
Signature of Releasor's Parent #2

\_\_\_\_\_  
Address of Releasor's Parent(s) or Guardian

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness