

**ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY;
CONSENT TO USE NAME AND PERSONAL STORY**

Please review this document carefully. You must sign and return this document to participate in the Momentum 4 Life programs.

I, _____, acknowledge that I have voluntarily applied to Momentum 4 Life (“M4L”) to participate in their physical training program.

I understand that I will be training for completion of a run up to 5 miles, in addition to a strength, and flexibility program.

I AM AWARE THAT TRAINING FOR AN OPEN COURSE RUNNING COMPETITION IS A HAZARDOUS ACTIVITY AND CAN BE AN EXTREME TEST OF A PERSON’S PHYSICAL AND MENTAL LIMITS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND THE POTENTIAL FOR DEATH, SERIOUS INJURY AND/OR PROPERTY LOSS. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

Waiver and Release

I understand this document includes a waiver of liability for death, any injuries sustained or any damage to personal property or equipment during my participation of all activities organized by M4L. I further understand that I will be required to sign a separate acknowledge, release and waiver from liability provided by the race directors/officials.

In consideration for allowing me to participate in the activities offered, sponsored and/or supervised by M4L and race organizers, I hereby take the following actions for myself, my executors, administrators, heirs (next of kin), successors and assigns, or anyone else who might claim or sue through me or on my behalf. I agree and understand that the purpose of this document is to indemnify and release the following from any and all claims or liabilities relating to the training, traveling to and from, participating in the M4L training program and any activities relating to my participation in the above program (the “M4L Activities”): M4L, its officers, directors and shareholders, Richard Schroeder / Olympic Construction; University of California; Santa Barbara City College; Cathedral Oaks Club; Nite Moves; Adventours Outdoor Excursions, Inc.; KEYT News; Santa Barbara News-Press, coaches/instructors or volunteer assistants and any sponsors of M4L (the “Released Parties”). This waiver and release includes any and all claims, including but not limited to, death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage of any kind, including economic losses which may in the future arise out of or relate to my participation in or my traveling to or from any M4L related Activities.

Risks of M4L Activities

I acknowledge that there may be traffic or persons in/around the training areas or otherwise associated with the M4L Activities, and I assume the risks of swimming, biking, running and participating in all facets of the M4L Activities. I understand that such risks may include but are not limited to, falls, contact with other participants, effects of weather, defective equipment, conditions of road, water hazards and any hazard that may be posed by spectators or volunteers. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of negligence of the Released Parties. I agree not to sue any of the Released Parties, and I agree to indemnify and hold the Released Parties harmless from any and all claims made or liabilities assessed against them arising out of, or in any way related to, my actions or inactions, actions or inactions or negligence of others, including the Released Parties, the conditions of the facilities, equipment or areas where the M4L Activities are being conducted and any other harm that may be caused by an occurrence relating to or arising out of the M4L Activities.

Physical Fitness

I hereby certify that my current level of physical fitness is sufficient to participate in M4L Activities. I have had an opportunity to consult with a physician or other medical professional and have not been instructed by any medical professional to refrain from participating in the M4L Activities. I certify that all equipment that I will use in the M4L Activities is and will be in reasonable working order for the purposes of training and competition.

Consent to Use of Name/Story/Photo

I hereby grant my consent to M4L to use my name, my complete story, and photo in future discussions, publications, on the web site, and in such manner as M4L, in its sole discretion, may determine. I agree that the content of any story in which I am depicted is to be determined solely by M4L and shall be based on information I have freely delivered to M4L and/or will freely provide to M4L in the future. I agree to waive any and all claims or liabilities resulting from disclosure from any facet of my personal story. I understand that the purpose of this waiver and express consent to use my name and personal story is intended to release the Released Parties, as appropriate, from any liability for physical, mental or emotional injuries caused by disclosure of my personal information or use by the Released Parties of any part thereof. I also expressly waive any and all rights to future compensation to which I might otherwise be entitled as a result of the use of my name, likeness or personal story.

Cancellation Policy

I understand and agree that if I cancel by participation in the M4L program on or before June 1 of the enrolled year, I will be entitled to 100% refund of the registration fees. Cancellation of my participation in the M4L program after Feb. 1 enrollment will entitle me to a return of my registration fees based on the below schedule:

After Feb.1	\$90.00
After March 1	\$60.00
After April 1	\$30.00

The fee per practice is \$10 or \$30 for the month due upon the first practice.

M4L reserves the right to excuse any participant with a full refund from the program for any reasons whatsoever that is not prohibited by law.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS DOCUMENT AND ITS CONTENTS AND CERTIFY THAT ALL INFORMATION SET FORTH IS TRUE AND CORRECT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND M4L AND SIGN IT OF MY OWN FREE WILL.

Date: _____

(Signature)

Name (Printed)

ACCEPTED:

MOMENTUM 4 LIFE

Date: _____
