



**Team Asha - Train. Run. Educate**



**Athlete Full Name:** \_\_\_\_\_

## **LIABILITY WAIVER**

Your registration is incomplete unless you sign and date the participation release and waiver form provided below. Each participant (one each per member for a team) has to sign and date the waiver.

### **Team Asha**

#### **Marathon Program Release and Liability Waiver form**

The undersigned wishes to participate in **Austin Marathon Training Program** sponsored by Asha for Education ("Asha"), and to participate in a **target event (half or full marathon) in Austin, TX either 3M Half Marathon (January 19th, 2020) or Austin Marathon (February 16th, 2020)**, or in an alternative race that has been agreed upon with Asha. In connection with the training for and participation in the target event, the undersigned agrees to the following:

**1. Mandatory execution of form:**

I acknowledge that my execution of this waiver is a prerequisite to participation in the target event, including, but not limited to, training prior to the target event and verify this statement by placing my initials here: \_\_\_\_\_

**2. Voluntary Participation:**

I acknowledge that I have voluntarily applied to run in the target event. I certify that I have consulted a certified physician who has informed me that I am in good health and fully capable of participating in the target event and acknowledge that I have been notified that I should not run the target event unless I am medically able to do so and am properly trained and verify this statement by placing my initials here: \_\_\_\_\_



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3. Publicity Waiver:

I hereby grant permission to Asha to use any photographs, motion pictures, recordings or any record of this event, including, but not limited to, training prior to and participation in the target event, for any legitimate purposes and verify this statement by placing my initials here: \_\_\_\_\_

4. Assumption of Risk:

I AM AWARE THAT TRAINING FOR AND PARTICIPATING IN THE TARGET EVENT ENTAILS RISK, INCLUDING, BUT NOT LIMITED TO, THE POSSIBILITY OF SLIPS AND FALLS, SCRAPES, TWISTS AND JOLTS THAT COULD RESULT IN SCRATCHES, BRUISES, CONTACT WITH OTHER PARTICIPANTS, EFFECTS OF WEATHER, TRAFFIC AND COURSE CONDITIONS, SPRAINS, LACERATIONS, FRACTURES, CONCUSSIONS, OR, IN EXTREME CASES, EVEN DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, TRAFFIC VIOLATIONS, INJURY DUE TO WEATHER AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_

5. Release:

I hereby agree that I, my assignees, heirs, distributees, guardians, survivors, estate and legal representatives will not make a claim against, sue, or attach the property of Asha or any of Asha's officers, directors, coordinators, coaches, volunteers, agents, successors, predecessors, subsidiaries and assigns (the "Affiliates") for injury or damage resulting from any acts of any coordinator, agent, coach, volunteer or contractor of Asha or its Affiliates in connection with my training for and participation



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in the target event, even though the liability may arise from the negligence or carelessness on the part of the persons named in this agreement. I hereby release Asha and the Affiliates from all actions, claims or demands that I, my assignees, heirs, distributees, guardians, survivors, estate and legal representatives now have or may hereafter have for injury or damage resulting from any and all actions or causes of actions against the released parties. I verify this statement by placing my initials here:

\_\_\_\_\_

6. Non Completion of Target Event:

- Injury: If I am unable to participate in the target event due to injury before, during or after training or during the target event, I will be released from participating in the rest of the training program. This release will be issued once I submit a certificate from a certified physician who has examined me and certified me unfit to participate in the target event. In lieu of a physician's certificate, the athlete can consult the Asha coaches training them for the target event and if the coach agrees, the release will be issued. I verify this statement by placing my initials here: \_\_\_\_\_
- Any other reason: If there are any other reasons due to which I am unable to complete the target event, I must notify the Team Asha Training Program Coordinators of the same. My release from participation will be at their discretion. I verify this statement by placing my initials here: \_\_\_\_\_

7. Commitment to Raise Funds:

I pledge to raise funds for Asha for Education based on my fundraising target of **\$650 (session-1 or 2)** for training for one session or **\$1300 (sessions-1 & 2)** for training for the whole program. I will make my best effort to fulfil my fundraising commitment by **February 28th, 2020 (sessions-1 or session-2 or both)**. In the event that I am released from participating in the training program or target event (see paragraph 6), I will be



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released of my obligation towards the fundraising target. Any amount raised until the date of such release is final. I verify this statement by placing my initials here:

\_\_\_\_\_

8. Validity, Applicable Law, Knowing and Voluntary Execution:

Should any portion of this waiver be judicially determined invalid, voidable or unenforceable, for any reason, such invalidity shall not affect the remaining portions of this waiver. In the event of a dispute regarding this release and waiver form, Texas Law will govern. I verify this statement by placing my initials here: \_\_\_\_\_

ANY CHANGES AND EXCEPTION TO THE ABOVE DOCUMENT ARE SOLELY AT THE DISCRETION OF ASHA OFFICE BEARERS AND WILL BECOME A PART OF THIS DOCUMENT AS ADDENDUMS.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND I SIGN IT OF MY OWN FREE WILL.

Executed in Austin, Texas on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

This Liability waiver will not be considered complete until all the sections are completely filled in, and you sign and date it.