

## **ATHLETE WAIVER AND RELEASE**

I acknowledge that training for and/or participating in a bicycle, running, swimming, triathlon, duathlon, or any athletic training event is an extreme test of a person's physical and mental limits and such training or participation poses potential risks of serious bodily injury, death, or property damage. With full understanding of the risks I am taking, I HEREBY ASSUME ALL THE RISKS OF TRAINING FOR AND PARTICIPATING IN SUCH EVENTS and agree to the following (initial statement to which you agree at the "Init" space):

(Init) \_\_\_ Laura Sophiea is an exercise specialist who has been trained to assist me in improvement of my fitness.

(Init) \_\_\_ I hereby attest that I am in good health and my physical condition has been verified by a licensed medical doctor and, furthermore, the licensed medical doctor has approved my intent to train for and participate in these events.

(Init) \_\_\_ I have been examined by a physician and he/she certifies that I am cleared to begin an exercise training program.

(Init) \_\_\_ In consideration of being accepted as a fitness client by Laura Sophiea I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf:

(a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, costs, or liabilities for death, personal injury or damages of any kind, which arise out of or relate to my training for or participation in a bicycling, running, swimming, triathlon, duathlon event, or athletic or training event. THE FOLLOWING PERSONS OR ENTITIES: Laura Sophiea, The Trimasters Coaching Group, its Officers, Directors, employees, coaches, consultants, and agents of any of the above (collectively, "Trimasters Coaching");

(b) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims, costs or liabilities that I have waived, released or discharged herein; and

(c) I PROMISE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them, including legal fees, as a result of my actions except those resulting from the willful acts or gross negligence by Laura Sophiea.

(Init) \_\_\_ I agree to abide by the laws of the State of Michigan and to litigate any disputes between myself (the Client), and Laura Sophiea within the legal jurisdiction of Michigan, (Oakland County)

(Init) \_\_\_ I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS AND AM INCURRING SIGNIFICANT LEGAL LIABILITIES.

**I UNDERSTAND THAT I SHOULD CONSULT WITH AN ATTORNEY IF I DO NOT UNDERSTAND ANY PORTION OF THE RELEASE AND AGREEMENT.**

Printed Name:

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