

## **Fairchild Fitness, Inc. LIABILITY WAIVER**

### Acknowledgement of Risks and Agreement

for Participation in Boulder Mountain Warriors Running Club and The Melody Fairchild Running Camp, DBA: "Fairchild Fitness, Inc.:

➤ I understand that there are numerous risks associated with participation in outdoor running activities. Activities will take place in an outdoor environment on varied terrain. For this and other reasons, the risks cannot be eliminated, altered or completely controlled. Some but not all of the risks include: Running on trails with dirt and grass, where variable conditions exist.

Counselors, guides and administrators who try and use their best judgment in determining how to react to circumstances may sometimes misjudge. Weather conditions may change rapidly and cause injury directly (hail, lightning, sunburn, etc.). Natural environment and weather in connection with any outdoor activity can create risk or injury from tree branches, falling, tripping, insect or animal contact, unstable surface conditions, rocks and dirt.

➤ **Media:** I give my permission for Fairchild Fitness, Inc. to use any individual or group photographs showing my child/children participating in activities for publicity purposes, in Boulder Mountain Warrior seasonal programs and at the annual Melody Fairchild Running Camp.

➤ I give my permission for my child to enter into all activities other than any restrictions listed.

➤ I understand that in the event that my child has a medical emergency, if I cannot be reached by phone this constitutes a release for the treating physician(s) and guarantees payment. I understand that Fairchild Fitness does not provide medical insurance and I am responsible for all medical bills.

➤ I agree that my child and I will assume all of the risks whether known or unknown and do hereby release and forever discharge Fairchild Fitness, Inc. its administrators, employees and agents of any liability, with respect to any injury, illness, damage or death, occurring to my child while he/she participates in any and all running programs, activities and transportation.

➤ I agree that the law of the State of Colorado shall govern this document and all other aspects of my and my child's relationship with Fairchild Fitness Inc. and its agents and employees.

Further, I agree that any legal proceeding concerning such relationship must be filed exclusively in the State of Colorado.

I have full custody of this child and am authorized to sign this agreement. I have read and understand the above and agree to be bound by the terms of this document.

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

Date \_\_\_\_\_