



# The Athlete's Companion

## Athlete's Release of Liability

1. I, the undersigned participant, being 18 years or older or the legal guardian of participants under the age of 18, in consideration of services rendered by The Athlete's Companion, do hereby waive on my behalf and that of my heirs and executors, any and all claims, causes of actions, or demands of any kind against The Athlete's Companion, its employees, officers, consultants, and agents and the owners or lessors of premises, for any injuries, death, illness, or material loss which may occur from participation by myself and those under my legal guardianship in any activities led, guided, or instructed by The Athlete's Companion's officers, agents, employees or consultants, and through the use of equipment and facilities provided by The Athlete's Companion.
2. I understand that recreational endeavors such as mountain biking, cycling, swimming, running, kayaking, and hiking are, by nature, inherently dangerous and that with each of those activities comes risk of injury, death, social or economic losses. I understand and agree that for the duration of my activities with The Athlete's Companion, I am fully responsible for my health and safety, as well as the health and safety of those under my legal guardianship, and I accept and assume all responsibility for injury, death or property damage arising from participation in these activities and through the use of equipment provided by The Athlete's Companion.
3. My participation in Athlete's Companion led workouts and use of equipment provided by The Athlete's Companion is purely voluntary and I elect to do so in spite of risks. These risks include, but are not limited to, the following dangers: 1. Defects in equipment; 2. Improper use and operation of equipment; 3. Rugged conditions, primitive trails, rocky grounds, sharp turns, motor vehicles; 4. Weather conditions creating slippery trails or roads, and risk of exposure; 5. Illness due to dehydration, heat exhaustion, hypothermia or fatigue; 6. Potentially dangerous wildlife; and 7. The negligent acts or omissions of others.
4. I understand and acknowledge that no medical benefits will be provided during Athlete's Companion workout sessions. I certify that I and those under my legal guardianship are in good physical condition, have no maladies which might result in an emergency situation, and have a doctor's approval to participate in vigorous exercise. I carry personal accident insurance sufficient to cover property damage and/or bodily injury that may occur to me and/or those under my legal guardianship, or I am capable of personally paying for any and all such expenses or liability. I understand that I am fully responsible for search and rescue charges should the need arise during Athlete's Companion led sessions.
5. I certify that I have personally inspected any equipment provided by The Athlete's Companion and its partners and deem it safe for use. I warrant that I have received instruction in the safe and proper use of the equipment provided.
6. I accept full responsibility for any loss or damage to equipment provided by The Athlete's Companion beyond normal wear. I understand that, upon return of such equipment, damage assessed by The Athlete's Companion to be caused by negligence, accident, or abuse requires immediate payment in full to cover replacement parts and labor.
7. I and those under my guardianship will comply with the stated and customary guidelines for participation. If I observe any significant hazard or am in need of aid, I will remove myself from participation immediately and bring such to the attention of the nearest guide.
8. I certify that I am not currently under the influence of alcohol or any drugs which might impair my ability to perform in workouts led by The Athlete's Companion. I agree not to consume drugs or alcohol while participating and understand that The Athlete's Companion reserves the right to terminate my workout immediately in the event such action is warranted.
9. I am aware of the following conditions on payment and cancellation policies: 1. The final decision regarding cancellation of a session due to weather or dangerous conditions will be made by Athlete's Companion staff; 2. All expenses related to equipment and facilities use will be billed directly to me and will be included in my quote; 3. A deposit of 50% is due one week prior to the scheduled workout and the balance must be paid at the start of the session unless previous arrangements have been made; 4. Cancellations will be returned at 100% of the deposit less a \$10 processing fee and any expenses already incurred; and 5. There will be no refunds for no-shows or late arrivals.

I have read this Release of Liability completely, fully understand its terms and conditions, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. This release is effective for one calendar year from date of signing.

Signature of Athlete: \_\_\_\_\_ Date: \_\_\_\_\_

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

Printed Name of Athlete: \_\_\_\_\_