

Boulder Running Camps LLC (“BRC”)

**RELEASE AND WAIVER OF LIABILITY
AND ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT (“Agreement”)**

Event: Boulder Running Camps

Dates: Team Camp: July 16th – 20th, 2008

In consideration for being permitted to participate in the Event, I, the undersigned, acknowledge and agree to the following:

Acknowledgement and Assumption of Risk. As the parent or legal guardian of _____ (“Participant”), I fully understand participating in any sporting activity can be a dangerous activity involving many risks of injury or even death. The Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from Participant’s own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others (including, but not limited to, BRC personnel and other participants), the condition of the facilities, equipment, or areas where the Event is being conducted, and Participant voluntarily agrees to assume all such risks. The Event may also involve non-running activities that include, but may not be limited to, transportation by vehicle to and from the airport, social events, hiking, conditioning, stretching, dodge ball and being around other teenage participants, and Participant voluntarily agrees to assume any risk related to these non-sporting activities.

Covenant Not to Sue. Participant and Participant’s legal guardian(s), personal and legal representatives, heirs, successors, and next of kin shall not make any claim against BRC, or any of its present or former officials, owners, officers, employees, agents, attorneys, insurers, representatives, volunteers and their respective successors, heirs and assigns or any other person involved in the event in any way on behalf of BRC, for injury, damage, death, or any other loss arising from or related to any way to Participant’s involvement in the Event, including loss that may result from Participant’s own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others (including, but not limited to, BRC personnel), the condition of the facilities, equipment, or areas where the Event is being conducted.

Release. Participant and Participant’s legal guardian(s), personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish BRC, or any of its present or former officials, owners, officers, employees, agents, attorneys, insurers, representatives, volunteers and their respective successors, heirs and assignees or any other person involved in the event in any way from any and all liability, claims, demands, actions or rights of action, which are related to or in any way connected with BRC from any cause whatsoever, including negligence. This includes actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of BRC’s present or former officials, owners, officers, employees, agents, attorneys, insurers, representatives, volunteers and their respective successors, heirs and assigns or any other person involved in BRC in any other way.

Good Health/Emergencies/Medical Care. I warrant that to the best of my knowledge, Participant is in good health and has no physical condition that would prevent Participant from participating in the Event. Additionally, by signing below, I understand that in the event of an emergency, every effort will be made to contact Participant's parent/legal guardian and emergency contact listed below. You hereby authorize any medical treatment deemed necessary in the event of any injury or illness while Participant is participating in the Event, including to hospitalize and secure appropriate treatment (including surgery) for Participant. I accept responsibility for and agree to pay any and all of Participant's medical expenses incurred in connection with the Event.

Attorneys' Fees & Costs, Indemnity, Jurisdiction and Venue. In the event of any litigation involving any actions covered by this Agreement, should BRC prevail in whole or part, you shall pay BRC's reasonable attorney's fees and costs, and you agree to indemnify and hold BRC harmless from any third party claims, demands, or causes of action which are related to Participant's participation in the Event. You agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. You agree that sole jurisdiction and venue for any litigation involving any actions covered by this Agreement shall be in Boulder County, Colorado and that any disputes will be subject to and determined under the laws of the State of Colorado.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDESTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I, AS PARENT/LEGAL GAURDIAN OF PARTICIPANT, AM WAIVING SUBSTANTIAL RIGHTS ON BEHALF OF PATICIPANT, BUT I DESIRE TO DO SO. I CERTIFY THAT I AM OF SOUND MIND AND SIGN THIS DOCUMENT OF MY OWN FREE WILL.

Name of Participant (please print name) _____

SIGNATURE OF PARTICIPANT: _____ DATE: _____

I verify that I am the parent/guardian of the minor. I have authority to enter this agreement on behalf of the minor.
I agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____

RELATION: _____

SIGNATURE: _____ DATE: _____

Emergency Contact Name _____

Emergency Contact: Day Phone _____ Evening Phone _____