

Athlete's Name _____

Age _____

Waiver of Liability, Assumption of Risk, Indemnity Agreement, and Photo Release

I acknowledge that training for and/or participating in fitness activities such as strength training, bicycling, running, swimming, triathlon are 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 RISKS OF TRAINING AND PARTICIPATING IN SUCH ACTIVITIES and EVENTS and agree to the following:

Vantage Point Endurance LLC has been retained to assist me in the improvement of my fitness.

I agree and understand that I am solely responsible for my health and medical condition, and that it is my sole responsibility to determine my physical and medical fitness to undertake a strenuous training program. I acknowledge that the Coach is not a medical doctor and that advice and recommendations of the Coach are based upon the Coach's training and experience as an athlete.

In consideration of being accepted as a fitness client by Vantage Point Endurance LLC, I hereby take the following action for myself, my executors, administrators, heirs 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 THE FOLLOWING PERSONS OR ENTITIES: Vantage Point Endurance LLC, Coach Ronnie Delzer and/or Coach Zach Miller and/or Coach John Tortorici.

(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 INDEMNIFY, DEFEND, and HOLD HARMLESS the persons or entities mentioned above from any and all claims, actions, suits, procedures, costs, expenses, damages, or liabilities, including attorney fees brought as a result of my involvement in the training program of Vantage Point Endurance LLC.

I hereby expressly grant Vantage Point Endurance LLC and its staff the right to photograph me and use my picture, silhouette and other reproductions of my physical likeness (as the same may appear in any still camera photograph and/or motion picture film and/or videotape). In addition, I hereby expressly grant Vantage Point Endurance LLC the right to use my picture, silhouette, other reproductions of my physical likeness, and video on Facebook, Twitter, Instagram, and any other social media or website for promotion of Vantage Point Endurance and its program.

Acknowledgment of Understanding: I have read and agree to the above waiver of liability, assumption of risk, indemnity agreement, and photo release, and fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature (of Parent/Guardian if athlete under 18)

Date

Print name (of Parent/Guardian if athlete under 18)