



605 RUNNING CO.

124 S. PHILLIPS AVENUE SIOUX FALLS, S.D.

WAIVER AND RELEASE OF CLAIMS AND LIABILITY

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in the sport of running and/or resistance training. I realize that my participation in these activities involve risks of injury, including, but not limited to musculature injuries, overuse injuries, sprains, strains, fatigue, heart attack and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries, that may arise due to my participation in these activities and that it is not possible to specifically list each and every individual injury risk. However, knowing the material risks and appreciating, knowing, and reasonably anticipating that other injuries and even death are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of death, which could occur by reason of my participation.

By participating in this activity, I release and promise not to sue 605 Running Company Private Coaching Services, 605 Running Company, Watley Brothers LLC, representatives, agents, employees, employers, sponsors, predecessors, successors, assigns, agents, insurers, affiliates, attorneys, and all other persons and entities [hereinafter "Released Parties"] from any and all present and future claims resulting from any loss, damage, personal injury, or death resulting from my using the personal coaching services of the Released Parties. My release and promise not to sue as described above applies both to claims that may be made by me and to claims that may be made by my family, my estate, my heirs, my representatives, and my assigns. I understand that this Waiver and Release of Claims and Liability is intended to be as broad and inclusive as permitted by the laws of the state of South Dakota and I agree that if any portion is held invalid, the remainder of the Waiver and Release of Claims and Liability will continue in full legal force and effect.

I have had an opportunity to ask questions. Any questions I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in this activity, and knowing and appreciating these risks I voluntarily choose to participate, assuming all risks of injury or even death due to my participation.

Date

Participant

Date

Staff Member