

CERTIFICATION OF MEDICAL CONDITION

Anyone beginning an exercise program for the first time, or restarting an exercise program after a period of inactivity, must consult a doctor before starting the training program. Further, anyone who conforms to any one of the following criteria must consult a doctor before training:

1. You are over age 60 and not accustomed to vigorous exercise.
2. You have a family history of premature (i.e., under 55 years of age) coronary artery disease.
3. You frequently have pains or pressure in the left or mid-chest area, neck, shoulder, or arm during or immediately after exercise.
4. You often feel faint or have spells of severe dizziness, or you experience extreme breathlessness after mild exertion.
5. Your doctor has said your blood pressure is too high and is not under control, or you do not know if your blood pressure is normal.
6. Your doctor has said you have heart trouble, that you have a heart murmur, or that you have had a heart attack.
7. Your doctor has said you have bone or joint problems.
8. You have a medical condition not mentioned here that might need special attention during an exercise program (i.e., insulin-dependent diabetes).

By my signature above (preceding page), I certify that I have read and understand the above information. I have doctor's approval, or will consult with one before beginning the training program, if the above information indicates that I should.

IF PARTICIPANT IS UNDER AGE 18:

By my signature above (preceding page), I am the parent or legal guardian of the Applicant, a minor, who has signed this form. I have READ, and AGREE to, and CONFIRM the accuracy of the above Certification Regarding Medical Condition with respect to the minor's medical condition as condition for participation in the Training Program of the above-signed Applicant. I hereby represent and warrant that I am the Parent or Guardian of the Applicant and have the capacity to sign all of the documents required for acceptance of the minor's application for the Training Program.

RELEASE AND WAIVER

In consideration of the acceptance by GOTTA RUN/ RUNFIT/ GOTTA TRI and the corresponding program of my application for entry to the Marathon Training Program of GOTTA RUN, the Conditioning Program of RUNFIT, the Triathlon Training Program of GOTTA TRI, now referred to as the "Training Program", and other good and valuable consideration relating to the Training Program, the sufficiency of which I hereby acknowledge, I hereby agree as follows:

1. Acknowledgment. I acknowledge and agree that the Training Program, its employees, independent contractors, agents, representatives, volunteers and sponsors cannot assure my safety during participation. I acknowledge and agree that participation in the Training Program exposes me to risks including, but not limited to, running-related injury, traffic and the detrimental effects of heat and pollution.
2. Release of claims. I, for myself, my heirs, executors, administrators, successors and assignees hereby release, waive and forever discharge and hold harmless the Training Program, ALAIN DUCANTE, their employees, independent contractors, agents, representatives, volunteers, sponsors, successors and assigns ("the parties") of and from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused, arising out of, by reason of, or during my attendance at or participation in the training program, whether as a spectator, participant or otherwise (all of the foregoing referred to hereafter as the "claims"), whether or not the claims result from my following any program of diet and/or exercise on the recommendation of any of the GOTTA RUN parties, whether such claim arises out of events prior to, during or subsequent to said attendance or participation, even if such claims were caused by, contributed to, or occasioned by the negligence, fault or other conduct of the GOTTA RUN parties.
3. Waiver. You understand that participation in the event is potentially hazardous, and that a registered party should not participate unless they are medically able and properly trained. You understand that events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected. Participation carries with it certain inherent risks that cannot be eliminated completely ranging from minor injuries to catastrophic injuries including death. You understand and agree that in consideration of being permitted to participate in the event, you and any registered party, the heirs, personal representatives or assigns of you or the registered party do hereby release, waive, discharge and covenant not to sue active for any and all liability from any and all claims arising from participation in the event by you or any registered party.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Initials/Date