

South Mountain Running Collective Waiver and Release Form

South Mountain Running Collective (SMRC) is a USA Track & Field registered club for distance runners from South Orange, Maplewood, West Orange, Irvington, Newark, Millburn, Summit, and adjoining areas of New Jersey. Founded in 2009, SMRC has and continues to insist on no membership dues for any members, under the founding principle that running with SMRC shall be free of charge.

Waiver of Liability:

I acknowledge that participating in SMRC training activities or running events, such as speed running sessions at a track or other designated running area, group running sessions on roads or trail paths, or running events such as the Cocoluxe 50K running event, is potentially hazardous to my health. Because participating in such training activities or running events can be subject to risk of serious life-threatening injury, including, but not limited to, cardiac arrest, seizures, decreased consciousness, coma, or death, I understand that SMRC urges me to obtain a physical examination from a doctor before participating in any such activities.

I declare that I am qualified, in good health and in proper physical condition to participate in such activities. I agree not to enter and participate unless I am medically able and properly trained. I voluntarily enter and assume any and all risks associated with participating in such activities, including, but not limited to, any injury, including one or more serious life-threatening injuries (as mentioned above), running injuries such as, but not limited to, runner's knee, Achilles tendinitis, plantar fasciitis, shin splints, iliotibial band syndrome, sciatica, injuries resulting from falls, contact with other participants, spectators or others, contact with vehicular or other traffic, the effect of weather including heat and/or humidity, wind, cold temperature, wet or icy surfaces, falling tree branches or other objects, lightning, traffic and other conditions of the road or running course, and all such risks being known and understood by me.

Having read this Waiver and Release, and knowing these facts and in consideration of SMRC's acceptance of this application, I, for myself and anyone entitled to act on my behalf, hereby waive and release the Released Parties – including all representatives and members of SMRC and other organizations (as defined below), from any and all present and future claims and liabilities of any kind, known or unknown, arising out of my travel to or from or my participation in the SMRC training activity, running event or related activities, including personal injury or death, or economic or personal property damage, whether caused in whole or in part by the Released Parties or any other person or thing at the SMRC training activity or running event and even though such claim or liability may arise out of negligence or fault on the part of any of the foregoing persons or entities, to the extent that statute or case law does not prohibit releases for negligence.

Released Parties:

By signing this Waiver and Release, I hereby release and discharge and covenant not to sue SMRC, USA Track & Field and its Associations, Road Runners Club of America, and all representatives, volunteers, officials, successors, or assigns of the foregoing organizations and the owners and operators of the facilities in which the events and activities are being held.

Publicity Release:

I agree that SMRC and/or the Related Parties may photograph and record me and may display, publish, distribute, create derivatives, exhibit, broadcast, edit, advertise, publicize, promote, and use aforementioned photographs and recordings in connection with SMRC and/or the Related Parties' training activities, running events or related activities, and in connection with advertising to promote the aforementioned events or activities. I further agree and expressly consent that SMRC and/or the Related Parties may display my name and city online through websites and social media services to promote and facilitate the organization, event or activity. I waive any personal or proprietary rights with respect thereto. I represent and warrant to SMRC and/or the Related Parties that I have not made any contract or commitment in conflict with this grant, and that I will seek no further consideration for any use contemplated by this Publicity Release.

Guardian's Permission And Release For Minor:

If I am signing this Waiver and Release on behalf of a minor, I understand and agree that my child's participation in these activities and events is by my own choice and, I agree that the Waiver and Release above applies equally to my child and me and any claims I, he or she, may have. I also waive any derivative claims that relate to or arise out of my child's participation in the events and activities. I also agree that the Publicity Release above applies equally to my child and me.

Choice of Law and Venue: I agree that the validity, performance, and construction of this Waiver and Release will be governed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Waiver and Release will be brought solely in a court located in the County of Essex, New Jersey, and I hereby agree to the jurisdiction of such court and waive any right to object to venue in this regard.

Rules of SMRC Training Activities or Running Events: I agree that my attendance and/or participation in SMRC training activities or running events is subject at all times to any and all rules and regulations of the SMRC training activity or running event.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally. If any portion of this Waiver and Release shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and Release shall remain in full force and effect and the offending provision or provisions severed herefrom.

Signature

_____ Date _____

Print Name _____