



GENERAL LIABILITY RELEASE

Please sign and then return by one of the following in order to begin your program:

Scan and email to: info@wenzelcoaching.com

Mail to: Wenzel Coaching Program Office, 451 La Vista, Walnut Creek, CA

I _____ (PRINT NAME) ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING WENZEL COACHING, LLC; ITS OWNERS, EMPLOYEES, HEIRS, COACHES, EXPERTS, CONTRACTORS, VOLUNTEERS, SPONSORS, AND THEIR RESPECTIVE AGENTS AND AFFILIATES (COLLECTIVELY "WENZEL COACHING") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I acknowledge that I have voluntarily applied to participate in or receive the service provided by WENZEL COACHING. I agree to follow all written and verbal rules of safety presented to me by WENZEL COACHING. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF UNANTICIPATED EVENTS, ILLNESS, SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that endurance sports, including, but not limited to cycling, running, swimming, adventure racing, skiing and skating (collectively ENDURANCE SPORTS) are inherently dangerous and I fully realize the dangers of participating in ENDURANCE SPORTS, including events, training, and preparations and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: physical exertion for which I am not prepared; forces of nature; high altitude; accident or illness; the dangers of collision with pedestrians, vehicles, other participants, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, WENZEL COACHING'S OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic competition, events, preparation and training. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY WENZEL COACHING, FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM WENZEL COACHING'S OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with WENZEL COACHING'S advice, suggested training, services, events, organized rides and training exercises.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

FUTHERMORE, I ACKNOWLEDGE THAT MY PROGRAM FROM WENZEL COACHING IS INTENDED FOR ME ALONE AND I WILL NOT SELL IT, REPRODUCE IT, OR OTHERWISE USE IT FOR THE BENEFIT OF ANYONE OTHER THAN MYSELF.

BINDING ARBITRATION

I agree that any dispute concerning this contract or any services I receive from Wenzel Coaching shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association. Such proceedings will be governed by substantive Oregon law.

Signature of participant _____ Date _____

Who to notify in case of emergency: _____ Phone _____

Consent and Release of Parent or Guardian I am the parent or guardian of _____ (Child). My Child is fit for participation in endurance sports, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS WENZEL COACHING FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against WENZEL COACHING (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the coaching and training program, WHETHER CAUSED BY THE NEGLIGENCE OF WENZEL COACHING or others. I PROMISE NOT TO SUE WENZEL COACHING on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a WENZEL COACHING training program, training or fitting session, camp, clinic or seminar.

Signature of parent or guardian: _____ Date: _____