

Release of Liability – Adult Participant



In exchange for participation in the activities of the Person Run Club ("PRC"), organized by Johnathan Kerr, of 91 Sequoia Drive, Timberlake, North Carolina, 27583 ("Organizer"), and/or use of the property, facilities, and services of the Organizer, I, _____ (Participant's name), of _____ (address), agree to the following:

(1) Agreement To Follow Directions. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by the Organizer concerning safe participation in PRC activities.

(2) Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself, and further release and discharge the Organizer from liability for injury, loss, or damage arising out of my participation in PRC activities whether caused by the fault of myself, the Organizer, or other third parties.

(3) Emergency Contact. In case of an emergency, please call _____ (Relationship:

_____) at

_____ (phone number)

(4) Medical Authorization. In the event of an injury to me during PRC activities, I give my permission to Johnathan Kerr to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on the date I sign this agreement and will remain in effect until terminated in writing by the undersigned or one year from the date of signing, whichever occurs first. Johnathan Kerr shall have the following powers:

(a) The power to seek appropriate medical treatment or attention on my behalf as may be required by the circumstances, including, without limitation, that of a licensed medical physician and/or a hospital;

(b) The power to authorize medical treatment or medical procedures in an emergency situation; and

(c) The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter, if I am unable to do so myself.

(5) Governing Law. This agreement shall be governed by the laws of North Carolina.

(6) No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.

(7) Arm's Length Agreement. This agreement and each of its terms are the product of an arm's-length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the parties, and each of them, explicitly reject the application of any legal

or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

(8) Severability. If any provision of this agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(9) Alternative Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (“ADR”) procedure. If any controversies, claims, or disputes arising out of or relating to this agreement cannot be resolved through negotiation, the parties agree to try in good faith to settle the dispute by mediation in accordance with any statutory rules of mediation.

(10) Notice. By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational activity, or for any injuries or damages you may suffer due to the provider’s ordinary negligence that are the result of the provider’s failure to exercise reasonable care.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Releasor: _____ Date: _____

Printed Name: _____