



# INMOTIONFIT

## 2010/2011 SEASON REGISTRATION FORM

Okay to photocopy. One person per form. Waivers must be signed.

**Program Registration Fees:** (Per person. Check appropriate box)

**New Member:**  On or before July 6 \$90  After July 6 \$110

**Fit Alumni:**  On or before July 6 \$70  After July 6 \$90 Member Year(s) \_\_\_\_\_

**I'm mostly interested in training for:**

Full Marathon  Half Marathon  Neither, I just want to get in great shape!

How did you learn about this program: \_\_\_\_\_

First Name

Last Name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip Code

\_\_\_\_\_

Email Address

\_\_\_\_\_

M F Age D.O.B. (MM/DD/YY) Day Phone No. W/Area Code T-shirt Size (circle one - technical fabric, short-sleeve T-shirt)

\_\_\_\_\_

Women's: XS S M L XL

Men's: S M L XL XXL

OCCUPATION

EMPLOYER

\_\_\_\_\_

### WAIVER, RELEASE AND INDEMNITY AGREEMENT: MUST BE SIGNED AND DATED

In consideration for entry to the In Motion Fit Marathon and Half Marathon Training Program (collectively referred to as the "Training Program") and other good and valuable consideration, the sufficiency of which is hereby acknowledged, I hereby agree as follows:

I acknowledge and agree that In Motion, Inc., and its employees, independent contractors, agents, partners, representatives, volunteers, sponsors, successors, and assignees (collectively referred to as the "In Motion, Inc. Parties") do not ensure and/or assume my safety during my participation in and attendance at the Training Program. I acknowledge and agree that my participation in and attendance at the Training Program exposes me to risks including, but not limited to, personal injury, property damage, and potentially death arising from or relating to, among other things, running, traffic, other Training Program participants, weather conditions, and pollution.

I, for myself, and my heirs, executors, administrators, successors, assignees, parents, and/or spouse (collectively referred to as "I" and/or "my") hereby expressly acknowledge the risks involved in my participation in and attendance at the Training Program. I hereby expressly assume the risk for my participation in and attendance at the Training Program, and I voluntarily and expressly release, forever discharge, waive, and relinquish any and all rights, demands, causes of action, liabilities, damages, actions, lawsuits, and claims of any kind whatsoever against the In Motion, Inc. Parties, whether in law or equity, which arise from my death, injury to my person, and/or loss or damage to my property, howsoever caused, and which arise out of my participation in and attendance at the Training Program, whether as a spectator, participant, or otherwise (collectively referred to as "Claims"), whether such Claims result from any diet and/or exercise recommendation by any of the In Motion, Inc. Parties, and whether such Claims arise out of events prior to, during, or subsequent to my attendance and participation in the Training Program, even if any such Claims were caused by, contributed to, or occasioned by the negligence, fault or other conduct of the In Motion, Inc. Parties.

I further hereby agree to the fullest extent permitted by law, to indemnify, defend, protect, and hold harmless each of the In Motion, Inc. Parties from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, awards, court costs, penalties, fines and/or judgments resulting from or arising out of any act or omission by me while participating in or attending the Training Program (collectively referred to as "In Motion Inc. and Third Party Claims"), even if any In Motion, Inc. and Third Party Claims were comparatively caused by, contributed to, or occasioned by the negligence, fault or other conduct of the In Motion, Inc. Parties, except that the undersigned shall not be obligated to indemnify, defend, and hold harmless the In Motion, Inc. Parties to the extent, and only to the extent, that the In Motion, Inc. and Third Party Claims resulted from the sole negligence or willful misconduct of the In Motion, Inc. Parties.

**I further hereby grant the In Motion, Inc. Parties full and absolute authorization to authorize emergency treatment on my behalf if they deem it necessary.** I further hereby grant the In Motion, Inc. Parties full and absolute authorization to use, at the In Motion, Inc. Parties' sole discretion, my name, voice, likeness, and image in any broadcast, telecast, advertising, promotion, or other account of the Training Program for any purpose whatsoever including, but not limited to, any commercial purpose.

If I am under 18, this release and waiver is being signed by my parent or legal guardian who is also agreeing to directly supervise me in conjunction with the Training Program during my participation.

Participant's Signature

Date

Parent/Guardian Signature (If participant under age 18)

### CERTIFICATION REGARDING MEDICAL CONDITION: MUST BE SIGNED AND DATED

Anyone who conforms to any of the following criteria must consult a doctor before starting the Training Program:

1. You are beginning an exercise program for the first time.
2. You are restarting an exercise program after a period of inactivity.
3. You are over the age of 60 and not accustomed to vigorous exercise.
4. You have a family history of premature (i.e., under age 55) coronary artery disease.
5. You frequently have pains or pressure in the left or mid-chest area, neck, shoulder, or arm during or immediately after exercise.
6. You often feel faint or have spells of severe dizziness, or you experience extreme breathlessness after mild exertion.
7. 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.
8. Your doctor has said you have heart trouble, that you have a heart murmur, or that you have had a heart attack.
9. Your doctor has said you have bone or joint problems.
10. You have a medical condition not mentioned here that needs special attention during an exercise program (i.e., insulin-dependent diabetes).

By my signature I certify that I have read and understand the above, I have doctor's approval, or will consult with a doctor before I begin the Training Program, if the above information indicates that I should.

Participant's Signature

Date

Parent/Guardian Signature (If participant under age 18)

For Official Use Only

Amount Paid: \$ \_\_\_\_\_

Payment Type:  Cash  Check  Credit Card

Training Group:  Carlsbad  Mission Bay

Marathon:  Yellow  Red

Half Marathon:  Orange  Green  Purple

**MAKE CHECK PAYABLE TO: In Motion, Inc. • Questions? Call 760.692.2900**  
**Mail completed form and payment to: 6116 Innovation Way, Carlsbad, CA 92009**