

AGREEMENT

In consideration of the approval of Participant's admission to participate in the Dave Scott training program and associated activities, the undersigned agree to the following:

1. Definition and Representations. "Activities," as the term is used in the Agreement, included: running, swimming, bicycling, strength training, anaerobic threshold determination, dietary analysis, stretching and general conditioning. The undersigned represent that they are fully aware of and able to understand and evaluate the risks of the Activities. The undersigned represent that Participant is physically able to engage in the Activities. The undersigned represent that they are aware that they should consult a physician regarding Participant's engagement in the activities, and that participation has been approved by such physician if one has been consulted. The undersigned acknowledge that they know of the following risks to the Participant, in addition to other risks and dangers: risks associated with running (including such risks as vehicular traffic and physical exertion); risks associated with cycling (including such risks as vehicular traffic, mechanical failure, and physical exertion); risks associated with swimming (including such risks as drowning, open water swimming, physical exertion and hypoxia); risks associated with anaerobic threshold determination (including all other risks listed in this paragraph in addition to greater risks associated with the high stress of a maximum physical effort); risks associated with general conditioning (including the risks of musculo-skeletal and neural-muscular problems including strains, tears and cramps); and the general risks of exertion in training at a high athletic level (with such risks as elevated heart rate, dehydration, heat exhaustion and stroke, hypothermia and hyperthermia, dietary risks and changes, musculo-skeletal and neuro-muscular problems and heart failure), and all other risks of running, swimming, cycling, strength training, anaerobic threshold determination, dietary analysis, and stretching. This is not intended as an exhaustive list of risks.

2. Assumption of Risk. The undersigned hereby assume all risks of participation in the Activities including, but not limited to, those listed above, whether such risks are caused by negligence of any person or otherwise. This assumption of risk does not apply to claims against third parties arising out of risks created by third parties who are in no way connected with Dave Scott or Dave Scott, Inc. and are not officers, directors, agents, employees, representatives or sponsors of Dave Scott or Dave Scott, Inc.

3. Waiver, Release, Discharge, Agreement Not to Sue. The undersigned hereby fully release, waive claims against, discharge and agree not to sue Dave Scott, Dave Scott, Inc., and its officers, directors, agents, employees, representatives, their sponsors from and for any and all liability to the undersigned, their personal representatives, heirs and assigns for any and all damage, injury or death of the Participant, while the Participant is engaged in the Activities, whether caused by negligence or carelessness of Dave Scott, Dave Scott, Inc., or their officers, directors, agents, employees, representatives or sponsors, or otherwise.

4. Indemnity and Hold Harmless. The undersigned Participant and the parent of Participant (if a parent's signature is affixed) hereby agree to indemnify and hold harmless Dave Scott, Dave Scott, Inc. and their officers, directors, agents, employees, representatives, and sponsors, from any loss, liability or damage, including attorney's fees they may incur in any suit, demand, legal action, or claim of any nature made by any of the undersigned or any representative of the undersigned, arising out of any alleged injury, damage or death resulting from Participant's engagement in the Activities, whether such injury, damage, or death is alleged to or did result from the negligence of any person, or otherwise

5. Interpretation. This agreement is made in the State of Colorado and is intended to be as broad and inclusive a release of claims; waiver and discharge of claims; agreement not to sue; indemnity and assumption of risk as is permitted by the laws of the State of Colorado. If any portion of it is held invalid, it is agreed that the balance shall continue in full force and effect. It is agreed that the laws of the State of Colorado shall govern this Agreement and any claim arising under it shall be made and heard exclusively in the courts of Colorado.

Participant Signature

Printed Name of Participant

Parent of Participant
(If Participant is under the age of 21 years)

Date