

LEGAL WAIVER & CONSENT
For Participation in runWESTIN

I, _____, do hereby consent to participate in the runWESTIN Run Club, (“Program”).

I have been informed and understand that physical exercise has been associated with certain risks, including but not limited to musculoskeletal injury, spinal injuries, abnormal blood pressure responses, and, in rare instances, heart attack or death.

I have read and understand the foregoing consent to participation in said Program. I am aware that I am not obligated to participate in the Program and may discontinue participation in the Program at any time that I see fit to do so.

In addition, I agree to the following:

1. Westin urges all members to obtain a physical examination from their physicians prior to any attendance in said Program. In recognition of the possible dangers connected with physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as a result of participation in the Program from which any liability may or could accrue to the Westin _____, (“Hotel”), Starwood Hotels & Resorts Worldwide Inc. (“Starwood”), their officers, agents, employees, instructors and assigns as well as any owner or affiliate of Hotel. The member shall:
assume all risk of injury and all risk of damage to or loss of property arising out of participation with this Program;
 - (b) release, discharge, and waive any and all responsibility of Hotel, Starwood, their officers, agents, employees, instructors and assigns as well as any owner or affiliate of Hotel from and against any liability of injury, including death, and for damage to or loss of property which may be suffered by the undersigned arising out of, or in any way connected with the participation with this Program; and
 - (c) indemnify and hold harmless the Hotel, Starwood, their officers, agents, employees, instructors and assigns as well as any owner or affiliate of Hotel from and against all liability, claims, demands, actions, loss and damage arising out of members participation with this Program.
2. I am at least eighteen (18) years of age
3. I acknowledge and agree that once the member leaves the Hotel property, Hotel is not responsible for the condition and/or maintenance of any and all running paths taken by such Program and I assume all risk of injury and all damage to or loss of property arising in connection with the maintenance of such paths.

Signature

Printed Name

Date

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