

## **Western States Endurance Run Drug Testing Consent & Waiver of Liability**

In order to participate as a competitor in the **Western States Endurance Run** (WSER), all athletes must agree to submit to a drug test and furnish a urine sample if selected for post-race drug testing. I, the undersigned Athlete, hereby agree to submit to a drug test in accordance with the WSER Drug Testing Policy and Protocols and to cooperate fully with all WSER officials, including the Run Director, WSER race officials, the WSER Board of Trustees, the race volunteers, and any third party drug testing administrator or other party engaged by WSER to perform specimen collection and drug testing for the event. I also agree to waive any and all claims related to the drug testing authorized hereunder as set forth below.

### **DRUG TESTING CONSENT**

I understand, accept, and agree to the following:

WSER has a zero-tolerance policy regarding the use of performance enhancing drugs and has the right to conduct drug testing at the WSER in accordance with the WSER Drug Testing Policy and Protocols.

In consideration for my participation in WSER, I consent to a drug test in accordance with the WSER Drug Testing Policy and Protocols. Further, I agree that if I am selected for drug testing, I will cooperate fully with drug testing officials at all times and will, under their direct supervision, provide a sample of my urine without undue delay in accordance with the WSER Drug Testing Policy and Protocols and the drug testing company's policies and procedures. I will also provide any information and paperwork regarding sample collection, medical history, current medications, or other information that may be required by the certified agency officials or WSER at the time of drug testing.

If I test positive for a banned substance, I will respect and abide by the rules and regulations governing results and results management, including those pertaining to test process, disclosure, appeals, and sanctions as set forth in the WSER Drug Testing Policy and Protocols.

I accept sole responsibility to remain current with the rules and regulations regarding the World Anti-Doping Agency (WADA) Prohibited List of performance-enhancing drugs, which I acknowledge is available on the WADA website. In addition, I have read and understand the WSER Drug Testing Policy and Protocols which have been made available to me and are also available on the WSER website.

## **WAIVER AND RELEASE OF LIABILITY**

I understand that in order to participate as a competitor in WSER, I must agree to be bound by this Waiver and Release of Liability and that I do so willingly and of my own free will.

I hereby waive and release all rights and claims for damages I may now and in the future have against, and release from all liability and agree not to sue, WSER, all WSER officials and WSER representatives, including the Run Director, WSER race officials, the WSER Board of Trustees, and the WSER race volunteers as a result of the drug testing administered in accordance with the WSER Drug Testing Policy and Protocols, or due to a sanction or communication related to a positive drug test. This includes, but is not limited to, loss of income, competition opportunities, employment, sponsorship, or any other adverse outcome that might result from such testing.

I hereby give permission to post or release my name or otherwise make this information public if a positive test for a banned substance results in a sanction or ban from future WSER events. In addition, I waive any privilege I may have in connection with information related to the drug testing performed in accordance with the WSER Drug Testing Policy and Protocols.

### **Signature for Drug Testing Consent & Waiver and Release of Liability**

I have read this Drug Testing Consent & Waiver and Release of Liability and fully understand its terms. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional consent to drug testing, the release of Protected Health Information that is otherwise protected pursuant to the Health Insurance Portability and Accountability Act (HIPAA), and waiver and release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed name: \_\_\_\_\_

Participant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Participant's email for notice regarding drug test results (if different from WSER race registration email): \_\_\_\_\_