

As lawful consideration for being permitted to participate in the Wanockett 5 Miler| (the "Event"), you agree to all the terms and waiver (the "Agreement and Waiver") set forth below. For the purposes of this Agreement and Waiver, "Race Parties" shall refer to |\*Camp Wanocksett Alumni Association\*| and all of the respective officers, directors, employees, and agents thereof, and Event sponsors, volunteers, contractors, subcontractors and their employees, representatives, agents and heirs.

You agree to abide by any decision of the Race Parties relative to any aspect of your participation in the Event, including the right of the Race Parties to deny or suspend your participation in the Event for any reason whatsoever. You assume all risks to you associated with running in the Event, including but not limited to: falls, contact with other participants or pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, with all such risks being known or unknown and appreciated by you when out running on your own without any type of support from local officials or Race Parties.

### **1. Authority to Register and/or to Act as Agent.**

You represent and warrant to the Race Parties that you have full legal authority to complete this Event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. If you are registering a child under the age of 13 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement on their behalf and agree that all sections of this Agreement and Waiver shall apply equally to all Registered Parties as if the Registered Party were completing this Event registration. For the avoidance of doubt, references to "you" or "your" apply to Registered Parties. If you are under the age of 18 or the age of majority in the jurisdiction in which you reside, you represent and warrant that your parent or legal guardian on your behalf agrees to this Agreement and Waiver and consents to the collection of your personal information which you provide for the purposes of registration.

### **2. Waiver.**

YOU ARE VOLUNTARILY PARTICIPATING IN THE EVENT AND UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND/OR ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU AND/OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE RACE PARTIES FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY. YOU AGREE TO ASSUME YOUR OWN MEDICAL EXPENSES IN THE EVENT OF AN ACCIDENT OR OTHER INJURY RESULTING FROM OR OCCURRING DUE TO YOUR PARTICIPATION IN THE EVENT.

YOU FULLY UNDERSTAND YOU ARE FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE RACE PARTIES IF YOU SUFFER SUCH INJURIES AND

DAMAGES EVEN THOUGH YOU DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND ARE VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGE.

### **3. Limitation of Liability; Disclaimer of Warranties.**

THE RACE PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (A) RESULTING FROM THE EVENT OR YOUR PARTICIPATION IN THE EVENT; (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (C) FOR ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO WITH OR THROUGH THE RACE PARTIES; OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF THE RACE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT ENTERING INTO THE EVENT IS BY YOUR OWN FREE WILL AND AT YOUR SOLE RISK. YOU AGREE THAT YOU WILL NOT PARTICIPATE IN THE EVENT UNLESS YOU ARE HEALTHY, MEDICALLY ABLE AND PROPERLY TRAINED. THE RACE PARTIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### **4. Indemnification.**

You agree to indemnify and hold each of the Race Parties harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by you or any third party due to, arising from or relating to your participation in the Event or use of Race Roster or the violation by you of any term of this Agreement and Waiver as well as the Terms of Service located at: <https://raceroster.com/terms-and-conditions/>.

### **5. Applicable Law; Consent to Jurisdiction.**

By completing this Event registration, both you and the Race Parties agree that the statutes and laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Event, this Agreement and Waiver, the Terms of Use and/or other use of the Race Roster sites. You agree that exclusive jurisdiction for any dispute with Race Roster resides in the courts of the Commonwealth of Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Massachusetts in connection with any dispute, including any claim involving the Race Parties or its parents, affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

### **6. Severability.**

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Massachusetts and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

### **7. Individual Registrant**

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

#### **8. Multiple Registrants**

BY INDICATING ACCEPTANCE OF THIS AGREEMENT AND WAIVER, ALL REGISTRANTS IN THIS TRANSACTION ARE AFFIRMING THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. ALL REGISTRANTS UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. ALL REGISTRANTS ACKNOWLEDGE THAT THEY ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY THEIR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

#### **9. Photo Video Release**

By participating in the Event, you will be taking part in activities where photography, audio, and video recording may occur. By registering for the Event, you consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Race Parties, their affiliates and representatives, and Race Roster. You permit, authorize, grant, and license to Race Parties the right to use your name, image, likeness, appearance, and voice, and all materials created by or on behalf of the Race Parties that incorporate any of the foregoing (the "Materials") in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to you. In the event that you are registering a minor, you represent that you are the parent or legal guardian of the minor and permit, authorize, grant, and license to Race Parties the right to use the minor's name, image, likeness, appearance, and voice in all Materials in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to you or the minor. Race Parties shall be exclusive owner of all rights in the Materials, including copyright. Images, photos and/or videos may be used to promote similar races or events in the future. You release the Race Parties including its officers and employees, Race Roster including its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By participating in the Event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Race Parties or the person or entity designated to do so by the Race Parties. You have been fully informed of your consent, waiver of liability, and release before participating in this Event.

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**Privacy Notice:**

I agree that my personal information collected through my participation in the Event will be processed by Race Parties for the purposes of operating the Event or in connection with the Event.

I also acknowledge and agree that, after I complete my race, my results, along with my name, gender, age and state/place of residence may, at the discretion of the Event, be publicly available on Race Roster's leaderboard.

Please read the Privacy Policies of the Race Parties for more information on how your personal data will be handled.