



1. Assumption of Risk

I acknowledge that participating in a road race, run, walk, or similar athletic activity involves inherent and significant risks, including but not limited to: falls; collisions with participants, vehicles, or obstacles; uneven surfaces; weather conditions; heat or cold exposure; dehydration; equipment failure; wildlife encounters; and delayed medical response. I certify that I am medically able, properly trained, and physically capable of safely participating.

I voluntarily assume all risks of injury, illness, disability, death, or property damage arising from or related to my participation in the Event, whether foreseeable or unforeseeable.

2. Release and Waiver of Liability

In consideration of being permitted to participate, I hereby waive, release, and forever discharge the Released Parties from any and all claims, liabilities, demands, damages, losses, or causes of action of any kind, whether known or unknown, arising out of or related to my participation in the Event, including claims arising from the negligence of the Released Parties.

This release applies to injuries, death, property damage, and all other losses sustained during travel to or from the Event, participation in the Event, or any Event-related activities.

3. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of:

- My participation in the Event
- My violation of this agreement
- My acts or omissions
- Claims brought by third parties related to my conduct

If the participant is a minor, the parent/guardian agrees to indemnify the Released Parties for any claims arising from the minor's participation.

4. Authority to Register; Minors

I represent that I have full legal authority to complete this registration. If I am registering a minor, I certify that I am the parent or legal guardian and consent to the minor's participation, the collection of the minor's personal data, and all terms of this agreement.

I further represent that I am at least thirteen (13) years old, and that any child under fourteen (14) being registered is being registered by a parent or guardian in compliance with COPPA.

5. Privacy and Data Use

I understand that personal data collected during registration is used solely for:

- Timing and results processing
- Age-group categorization
- Award determination
- Event administration

My data will be shared with Kearns Improvement District and RunnerCard for these purposes. My data will not be sold.

I understand that RunnerCard maintains its own privacy policy and data practices. Failure to provide required information may prevent completion of registration.

6. Media and Likeness Release

I grant the Event organizers, sponsors, and partners the irrevocable, perpetual, royalty-free right to capture, use, reproduce, publish, and distribute photographs, video, audio recordings, and other likenesses of me (or my minor child) for promotional, advertising, archival, or informational purposes, in any medium now known or later developed, without compensation.

I waive any right to inspect or approve such materials.

7. Use of Name

I authorize the Event to publicly display my name (or my minor child's name) in participant lists, timing results, and award announcements.

8. Registration Fees

I understand and agree that all registration fees are non-refundable and non-transferable, including in the event of cancellation, postponement, modification, or conversion to a

virtual format due to weather, emergency, or other circumstances beyond the Event's control.

9. Medical Treatment Authorization

I authorize Event personnel, volunteers, and emergency responders to provide or obtain medical treatment for me if necessary. I assume full responsibility for all medical costs incurred.

10. RunnerCard Terms; Disclaimer of Warranties

I understand that RunnerCard services are provided "AS IS" and "AS AVAILABLE," without warranties of any kind. RunnerCard does not guarantee uninterrupted service, error-free timing, or accuracy of information. I assume all risks associated with the use of RunnerCard systems.

The Event and RunnerCard are not liable for damages arising from service interruptions, data inaccuracies, unauthorized access, or technical failures.

11. Governing Law and Jurisdiction

This agreement is governed by the laws of the State of Utah, without regard to conflict-of-law principles. I consent to the exclusive jurisdiction and venue of the state courts located in Utah for any dispute arising out of or related to this agreement or the Event.

12. Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Acknowledgment of Understanding

By completing registration or participating in the Event, I acknowledge that I have read, understood, and voluntarily agree to all terms of this Waiver, Release of Liability, and Privacy Notice. I understand that I am giving up substantial legal rights.