

A. I understand that the event reserves the right to use any and all participant's names and/or likeness with regard to promotional and/or advertising materials.

B. Further, I understand that all fees are nonrefundable and nontransferable.

C. Authority to Register and/or to Act as Agent. You represent and warrant to RunnerCard and the event organizer that you have full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent.

Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent or guardian of such child, and do hereby consent to the collection of such child's personal information by RunnerCard.

D. Limitation of Liability; Disclaimer of Warranties. RUNNERCARD, NOR THE EVENT, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE RUNNERCARD OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH RUNNERCARD 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 RUNNERCARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF RUNNERCARD IS AT YOUR SOLE RISK. RUNNERCARD IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RUNNERCARD 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.

E. Release of likeness; By entering this event, you, the participant, acknowledge that photographs of you, drawings or other likenesses may be made, and you grant all rights to use these likenesses for advertising purposes by the event for future races, or other purposes, without compensation to you.

F. Release of name; By registering for this event, you grant the right for your name to be displayed as a registered participant.

G. Indemnification. You agree to indemnify and hold each of RunnerCard and its officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of RunnerCard or the violation of any term of this Liability Waiver or the RunnerCard Terms of Service by you.

H. Applicable Law; Consent to Jurisdiction. The RunnerCard sites (excluding linked sites) are controlled by RunnerCard from its offices within the State of Utah, United States of America. By completing this event registration, both you and RunnerCard agree that the statutes and laws of the State of Utah, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the RunnerCard sites. You agree that exclusive jurisdiction for any dispute with RunnerCard resides in the courts of the State of Utah and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Utah in connection with any dispute including any claim involving RunnerCard or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

I. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

J. Image Release- Participant understands that images/recordings may be taken while participating in activities hosted by the event organizers and event staff. Participant hereby authorizes the use of photographs, video recording, and electronic sound recording by event sponsors, event organizers and staff now or in the future, whether that use is known to Participant or unknown and waives any right to royalties or other compensation arising from or related to the use of the images or recordings.

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be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.