

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Shirt Size: \_\_\_\_\_ Email: \_\_\_\_\_  
( ) \$25 if received by 11/16/18 ( ) \$30 on race day 11/17/18 Bib# \_\_\_\_\_ Paid: \_\_\_\_\_

Please make checks payable to: **Kaely's Kindness** and mail to PO Box 341 Orchard Park, NY 14127

## **Kaely's Kindness 5K Run/Walk Application & Liability Waiver**

You must read and agree to the following waiver in order to participate in this event.

I know and understand that running in a road race is a potentially hazardous activity. I attest that I am medically able and properly trained for the event and agree to abide by any decisions of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this event, including to but not limited to: falls, contact with other participants, effects of the weather, traffic, the condition of the road, and gastrointestinal discomfort. All such and related risks being known and appreciated by me. Having read and understood this waiver and in consideration of your accepting my entry, I for myself and anyone entitled to act on my behalf, waive and release USATF, Race Management Solutions, Inc., Kaely's Kindness Foundation, City of Buffalo, Erie County, New York State, race organizers and volunteers, and all sponsors, their officers, employees, agents, representatives and successors from all claims or liabilities of any kind resulting from my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all foregoing to use any photographs, motion pictures, recordings, or any other record of this event for legitimate purposes. I hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. I understand that bicycles and skateboards are not allowed in any event. I will abide by these guidelines.

### No Refunds in the Event of Inclement Weather

I acknowledge that the Kaely's Kindness 5K is to be run on Saturday, November 17, 2018. In the event that inclement weather conditions should require cancellation of the race before it is to start or early termination after it has started because of safety concerns, I understand that the race WILL NOT be rescheduled. I also understand and agree that my entry fee WILL NOT be refunded.

1. Authority to Register and/or to Act as Agent. You represent and warrant to Innovative Timing Systems, LLC (ITS) that you have full legal authority to complete this event registration on itsyourrace.com, 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 of such child, and do hereby consent to the collection of such child's personal information by ITS.

2. Limitation of Liability; Disclaimer of Warranties. ITS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ITS 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 ITS 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 ITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ITS IS AT YOUR SOLE RISK. ITS IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ITS 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. ITS makes no warranty that the ITS sites' services will be uninterrupted, secure or error free. ITS does not guarantee the accuracy or completeness of any information in, or provided in connection with, the ITS sites. ITS is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the ITS sites is at your own discretion and risk and that you will 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.

3. Indemnification. You agree to indemnify and hold each of ITS and its partners 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 ITS or the violation of any term of this Liability Waiver or the ITS Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The ITS sites (excluding linked sites) are controlled by ITS from its offices within the state of Missouri, United States of America. By completing this event registration, both you and ITS agree that the statutes and laws of the Missouri, 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 ITS sites. You agree that exclusive jurisdiction for any dispute with ITS resides in the courts of the Missouri and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Missouri in connection with any dispute including any claim involving ITS or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

5. 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.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required if participant is under 18 years old)