



## CHICAGO HALF MARATHON WAIVER

**Please read any waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks, which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement. By indicating your acceptance, you understand, agree, warrant and covenant as follows:**

ALL PARTICIPANTS IN THE Chicago ½ Marathon & 5K AND RELATED EVENTS ("Marathon") ARE REQUIRED TO ASSUME ALL RISK OF PARTICIPATION IN THE MARATHON BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT. The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of the Athlete's personal representatives, assigns, heirs, executors, hereby fully and forever releases, waives, discharges and covenants not to sue the City of Chicago, Chicago Parks District, the Marathon, US Road Sport & Entertainment of Chicago, LLC, Vision Event Management, USATF and all municipal agencies whose property and/or personnel are used, and all other sponsoring or co-sponsoring companies or individuals related to the Marathon (collectively, "Releasees") from all liability to the Athlete and his/her personal representatives, assigns, heirs and executors, for all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to the Athlete or property or resulting in the death of the Athlete, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Athlete's participation in the Marathon. The Athlete represents and warrants that he/she is in good physical condition and is able to safely participate in the Marathon. The Athlete is fully aware of the risks and hazards inherent in participating in the Marathon and hereby elects to voluntarily compete in the Marathon, knowing the risks associated with the Marathon, including, without limitation, weather conditions such as high heat and/or humidity, traffic and the condition of the road, all such risks being known and appreciated by the Athlete. The Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Marathon. The Athlete agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. The Athlete acknowledges that the entry fee is non-refundable and non-transferable. In the event the Marathon is delayed or prevented by reason of fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including, without limitation, hurricanes, tornadoes and earthquakes), or any other cause beyond the control of US Road Sports & Entertainment of Chicago, LLC or Vision Event Management, there shall be no refund of the entry fee or any other costs of the Athlete in connection with the Marathon. The Athlete hereby grants to the medical director(s) of the Marathon and his or her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. The Athlete understands that the Athlete may be receiving a rental chip at packet pickup and will be charged \$50 if the Athlete does not return the rental chip. The Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing the Athlete to participate in the Marathon.

THE ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.

### ACTIVE REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. ("Active") 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. As used in this Agreement and Waiver, Active refers to The Active Network, Inc. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Active singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 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 by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

#### 2. Waiver.

YOU 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 ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

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

ACTIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE 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 ACTIVE 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 ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE 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.

Active makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active 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 Active 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.

4. Indemnification. You agree to indemnify and hold each of Active harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Active or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <http://www.activenetwork.com/terms-of-use.htm> by you.

5. Applicable Law; Consent to Jurisdiction. The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its 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 State of California 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.

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.

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I HAVE READ, UNDERSTOOD, AND AGREED TO THIS WAIVER. BY SIGNING, I AM AUTHORIZING HESHIMA KENYA TO SUBMIT MY ELECONTRONIC SIGNATURE TO THE CHICAGO HALF MARATHON COMMITTEE REGISTRATION SITE ON MY BEHALF:

NAME:

SIGNATURE:

DATE

**Mail this form to the following address:**

Heshima Kenya  
PO Box 408077  
Chicago, IL 60640