

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic, and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Duke University, Duke University Medical Center, ActiveZach.com and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for my all liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise. I understand that the entry fee is non-refundable and non transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

1. Authority to Register and/or to Act as Agent. You represent and warrant to ActiveZach.com, LLC (ActiveZach), the event organizers, sponsors, promoters, that you have full legal authority to complete this event registration on ActiveZach, 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 ActiveZach.

2. Limitation of Liability; Disclaimer of Warranties. ACTIVEZACH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVEZACH 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 ACTIVEZACH 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 ACTIVEZACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVEZACH IS AT YOUR SOLE RISK. ACTIVEZACH IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ACTIVEZACH 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. ActiveZach makes no warranty that the ActiveZach sites' services will be uninterrupted, secure or error free. ActiveZach does not guarantee the accuracy or completeness of any information in, or provided in connection with, the ActiveZach sites. ActiveZach 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 ActiveZach 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 ActiveZach 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 ActiveZach or the violation of any term of this Liability Waiver or the ActiveZach Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The ActiveZach sites (excluding linked sites) are controlled by ActiveZach from its offices within the North Carolina, United States of America. By completing this event registration, both you and ActiveZach agree that the statutes and laws of the North Carolina, 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 ActiveZach sites. You agree that exclusive jurisdiction for any dispute with ActiveZach resides in the courts of the North Carolina and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of North Carolina in connection with any dispute including any claim involving ActiveZach 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.

Name (first name, last name): _____

Signature: _____

Guardian Name & Signature (if participant is less than 18 years of age): _____

Guardian Name (first name, last name): _____

Guardian Signature: _____