

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I know that running a road race is a potentially hazardous activity that might cause personal injury or even death. I attest and verify that I am medically able and properly trained to enter and to complete this event. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all the risks associated with running this event including, but not limited to, high heat, and/or humidity, traffic and conditions of the road/bridges, all such risks being known and appreciated by me. I for myself and anyone entitled to act on my behalf, waive and release 1-800 CONTACTS Inc., its respective subsidiaries, officers, employees and board of directors and all sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event. I understand that all entries are final, with no refunds, and that the race organizers reserve the right in the event of an emergency or local or national disaster to cancel the race or to change the day and/or time of the event and that there is no refund of entry fees. I hereby grant to the medical staff of the 1-800 CONTACTS Challenge and his or her agents, access to all medical records (and physicians) as needed and authorize medical treatment as needed.

I certify that I and any minor child that I am responsible for are fully capable of participating in the said activity. Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence, or the negligence of any of my family members, participating in said activity, except to the extent that such damage or injury is due to the negligence of the promoters of this event. Finally, I grant permission to all of the forgoing to use any photographs, motion pictures, recordings or any other record of this event for any legitimate purpose.

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 Active, 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 Active.

2. 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.

3. Indemnification. You agree to indemnify and hold each of Active 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 Active or the violation of any term of this Agreement or the Active Terms of Service by you.

4. 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 Liability Waiver, 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.

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

6. Acknowledge. I have read, understand and accept the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon the parties in any matter relating to this activity.

Name: _____

Signature: _____

Date: _____

Signature of parent if entrant is under 18 years of age