



WAIVER

I, the undersigned participant (and my parent or guardian if I am younger than 18 years of age), intending to be legally bound, do hereby forever release and waive any and all rights, claims, and actions for damages that we, our heirs, executors, administrators, and assigns may have, or that may hereafter accrue against any and all persons, organizations, charities, and other entities associated with the event, supporting sponsors and their respective employees and agents, and any other individuals who are in any way connected with this event or future events (including volunteers assisting with the event) including, but not limited to this **XCThrillogy Event**, sponsors, affiliates, volunteers, and individual organizers, arising out of or in connection with my involvement before, during, or after the event.

I verify that I am physically fit and sufficiently trained to participate in this event and I assume the risks involved in this activity. I further attest that I will be mindful of traffic along the racecourse, and hold said sponsors and organizers blameless in any harm that may happen.

I acknowledge that the online processing fees and charitable donations are non-refundable. I also acknowledge that any charitable donations will have a percentage withheld from the donation to pay credit card and administrative costs.

XCThrillogy shall not be liable to you for any direct, indirect, special, incidental, consequential or exemplary damages including, but not limited to, loss of profits, goodwill, use, data or other intangible losses. **XCThrillogy** does not guarantee the completeness or accuracy of any information contained in or provided in conjunction with the XCThrillogy website (www.xcthrillogy.com). This **XCThrillogy Event** is not responsible for any omissions or inaccuracies, or for the results obtained from this information.

I give Kenosha Running Company and their assigns, licensees, and legal representatives, the irrevocable right to use my picture, portrait, photograph, or video in all forms, media, and manners, without restriction as to the changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive the right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of said images.

XCThrillogy/Kenosha Running Company CaniCross/Participant with Dog Participation Waiver:

I acknowledge that in bringing my pet(s) to participate in an XCThrillogy and/or Kenosha Running Company partner events I am doing so at my sole risk. Should any injury occur to any person, another animal, or property as a result of the behavior of my animal(s), whether expected or unexpected, regardless of the stimulus for the behavior (pets spontaneous conduct, the conduct of another animal, the conduct of any person or thing, or any combination therein) I will be solely liable and held responsible for any injury, or property damage that results from my participation (including any attorney fees) and that neither I and any other person or entity with a legal claim on said animal: 1) will indemnify, hold harmless; 2) protect and defend the Sponsors in any such claim resulting from said incident to said animal. Further, I and any other person or entity with a legal claim on said animal will further exempt Kenosha Running Company; and its sponsors for any and all claims of damages and liability from injury, property damage, loss, claim or expense resulting from the behavior of my animal; and to report any and all such injuries or incidents to XCThrillogy and/or the Kenosha Running Company.

COVID-19 Liability Release Waiver

*Required Prior to Participate in this event**

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), XCThrilllogy/Kenosha Running Company is taking extra precautions to ensure the safety of our participants.

Symptoms of COVID-19 include:

- Fever
- Fatigue
- Dry Cough
- Difficulty Breathing

I agree to the following

I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.

I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.

I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.

I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.

I understand that XCThrilllogy/Kenosha Running Company cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history of each participant.

I will not participate in this event if I have been exposed to any of these threats within 30 days of the event date. Event registration is non-refundable however we will allow transfers to Remote Runner Categories. I will not be charged an extra fee for this and XCThrilllogy/Kenosha Running Company will ship all race swag to my address.

I agree to each statement above and release XCThrilllogy/Kenosha Running Company from any and all liability for the unintentional exposure or harm due to COVID-19.

XCThrilllogy/Kenosha Running Company facilitates registration for various events, some of which allow minor aged participants We require a submission of birth date for all registration entries. For children under the age of eighteen (18), parental or guardian consent is required.

XCThrilllogy/Kenosha Running Company offers RUNSURANCE for those situations where runners need to cancel their registrations. It is offered for most of our events. If you need to cancel your registration and you have purchased RUNSURANCE you have the following options.

- You can defer your entry to the next year's event
- You can run a similarly priced event in the current year
- You can elect to have 80% of your race entry refunded.

If you need to cancel your registration and would like a credit, please notify us at briant@kensoharunningcompany.com. Do not notify us via any social media like Facebook, Twitter, or Instagram.

TEXT and EMAIL: XCThrilllogy/Kenosha Running Company utilizes text and emails to communicate with participants. You will only be contacted in regards to XCThrilllogy/Kenosha Running Company's specials, event notices, and communication. Your privacy will be protected and your information will not be shared.

OPTING OUT– Our email will include an option to opt-out at the bottom of the emails. Our text messages can be opted out simply by replying with the word **HELP** for help or **STOP** to cancel. Msg & data rates may apply. **IMPORTANT:** Once you opt-out you will be permanently banned from any communication from our organization or future events. For example, if you sign up for a future event, you will not receive an email confirmation or updates, notice of refunds, etc. and you will be solely responsible to make sure you contact us at 262-925-0300 or visit the event website or Facebook page for event changes, cancellations, etc.

You agree that the statutes and laws of the State of Wisconsin, USA, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with XCThrilllogy/Kenosha Running Company relating to this Agreement and Waiver resides in the courts of Wisconsin, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Wisconsin in conjunction with any such dispute including any claim involving XCThrilllogy/Kenosha Running Company. If a dispute arises out of or relates to this waiver or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

Signature _____ Date _____

Signature of Parent/Guardian if under 18 _____ Date _____