First Name: _____ Last Name: _____ Emergency Contact: _____

City: _____ State: _____ Emergency Contact Phone: _____

Phone: _____ Age: _____ Gender: _____ Email: _____

Shirt Size:_____ (guaranteed thru 11/27/26 at 9am)

REGISTRATION: $35 through race day

Please mail checks payable to: **iRun WNY Inc.** 1570 Braley Road Youngstown, NY 14174

2026 Festival of Lights 5K

Application & Liability Waiver

EVENT REGISTRATION AGREEMENT AND LIABILITY WAIVER (the Agreement and Waiver)

You must read and agree to the following Agreement and Waiver in order to use itsyourrace.com and to register and participate in the event entitled Festival of Lights 5K.

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 (IYR), a registration and results platform operated by ITS and any and all subsidiaries, affiliated entities, or entities that control or are controlled by ITS singly or together and its directors, members, officers, employees, contractors, subcontractors, agents and licensees, including full authority to make use of the credit or debit card to which registration fees, product fees or other transactions 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 or purchasing products or other services. If you are registering for any incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf. In addition, you represent and warrant that, in compliance with Children's Online Privacy Protection (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 and IYR. By proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to you and to any third parties for whom you are acting as agent or parent or legal guardian.

2. Waiver. You know and understand that indoor or outdoor exercising, racing, and other athletic activities can be potentially hazardous. You attest that you are medically able and properly trained for the Festival of Lights 5K and agree that you have been medically cleared by a qualified physician to participate and safely complete the event. You understand that the event may be held over public roads, water ways, off-road locations, private or public parks, private or public property, or in facilities or locations open to the public or subject to other hazards including, but not limited to, tornados, lightning, high winds, animals, or other dangers during the event and upon which hazards are to be expected. Participation carries certain inherent risks that cannot be eliminated completely. You assume all risks associated with participating in this event, including but not limited to: falls, contact with other participants, contact with other people who carry contagious diseases, broken bones, effects of the weather, traffic, terrorist acts, criminal activities, the condition of the course, viruses in the air, gastrointestinal discomfort and other physical discomfort, dehydration, illness or even death. All such risks are known and appreciated by you. You also agree to abide by any decisions of any race official or medical staff, should one be present at the event, relative to your ability to safely complete the event. Having read and understood this waiver and in consideration of accepting your entry, you and anyone entitled to act on your behalf, waive and release, IYR, ITS, Race Management Solutions Inc., Town of Niagara, race organizers, race vendors, race promoters, race benefactors, volunteers, sponsors, their officers, employees, agents, representatives and successors from all claims or liabilities of any kind resulting from your 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. You grant permission to all foregoing to use any photographs, motion pictures, recordings, or any other record of this event for legitimate purposes. You 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. You will abide by these guidelines.

3. 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 IYR 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 OR THROUGH IYR 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 IYR IS AT YOUR SOLE RISK. IYR 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 IYR site or IYR services will be uninterrupted, secure or error free. ITS does not guarantee the accuracy, safety, security, or completeness of any information in, or provided in connection with, the IYR site. 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, uploaded or otherwise obtained through the use of the IYR site 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 upload or download of such material and/or data.

4. Refunds. You acknowledge that the event may be held for one or more days and that you should avoid inclement weather conditions and unsafe environments, and you should comply with all local regulations and laws, including keeping the appropriate social distance during the event. If the event cancels for any reason, including but not limited to, inclement weather, safety concerns, Force Majeure, equipment malfunctions, unforeseen events, labor problems, government orders or laws, problems outside of our control, or other Acts of God, you understand that the race WILL NOT be rescheduled. You also understand and agree that your entry fee WILL NOT be refunded. You hereby waive all rights to any refunds or any charge backs to your credit or debit card for all fees paid for the event or for any merchandise or other products or services sold or provided by the event.

5. Indemnification. You agree to indemnify and hold each of ITS and its partners and employees harmless from any damages, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of your use of IYR or the violation of any term of this Agreement and Waiver or the IYR Terms of Use.

6. Applicable Law; Consent to Jurisdiction. All ITS sites including IYR (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 Missouri, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, or other use of any ITS sites including IYR. The parties agree that for any dispute, controversy or claim arising out of or in connection with this Agreement and Waiver, venue and personal jurisdiction shall be in the federal, state or local court with competent jurisdiction located in St. Louis County, Missouri, USA. The prevailing party will be entitled to an award of reasonable attorney's fees. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement and Waiver shall continue in full force and effect.

7. 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 Missouri 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.

8. This Agreement and Waiver represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Agreement and Waiver may not be modified or amended, except by a written instrument executed by each of the parties hereto. This Agreement and Waiver is for the sole benefit of the parties hereto and is not for the benefit of any third party.

9. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS 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. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

Participant Signature: _____ Date: _____

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