



Chrijtmas Espirit 5K

I agree, warrant and covenant as follows:

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, MiCarreraPR.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 MiCarreraPR.com, Inc. that you have full legal authority to complete this event registration on MiCarreraPR.com, 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 MiCarreraPR.Com

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

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

4. 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.

I know that running is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I hereby certify that I am in good health and I have trained to run the distance of the race, which I am entering. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, including high heat and/or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry into this running race, I, for myself and anyone entitled to act on my behalf, waive and release Chrijtmas Espirit 5K & Keyla Seda Group, Inc, its officers, directors, agents, volunteers and employees, all states, cities, or other governmental bodies or locations in which events or segments of events are held, all sponsors, their representatives and successors, and individuals related to the event, from all claims or liabilities of any kind arising out of my 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. I grant permission to all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose without compensation. I understand that bicycles, skateboards, roller skates or inline skates and animals (except service dogs) are not allowed in the event and I will abide by this policy. I also understand that young joggers (under 14) and strollers are discouraged for the safety of all participants. I am aware that Chrijtmas Espirit 5K strongly discourages the use of personal audio devices (iPods and MP3 headsets).

I hereby grant to any medical director of the event, and his/her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed. I understand that I have the right to refuse medical care and advice of event medical directors and representatives; if my medical condition becomes such that my mental capacity is questioned, the physician has the right to recommend and initiate

treatment of Athlete. It is understood and agreed that I hereby assume liability for any and all medical expenses incurred as a result of participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

I HAVE READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT. IF ATHLETE IS UNDER AGE 18 HIS/HER PARENT OR GUARDIAN MUST SIGN THIS RELEASE AND WAIVER AGREEMENT.

I agree to the above waiver and acknowledge that I am 13 or older.

Print Name: Signature: _____

For participant under 18 years of age:

Parent/ legal guardian must write his/ her full name below Name of Parent/
Legal Guardian