

Terms and Conditions

Website Terms of Use

- ⌚ Neither we (One Run For Boston) nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- ⌚ Your use of any information on this website is entirely at your own risk, for which we shall not be liable.

Donations and Payments

- ⌚ All registration fees and sponsorship donations are collected by the Stripe.com payment gateway and paid into the One Run For Boston Fund, a fund of the Essex County Community Foundation.
- ⌚ Registration fees will be used to cover the organizational costs of One Run For Boston with any surplus donated to the One Fund Boston.
 - ⌚ All sponsorship donations made via the website will be passed on to The One Fund Boston. One Run For Boston is not affiliated with, nor sponsored or endorsed by, One Fund Boston.
 - ⌚ The Essex County Community Foundation is a 501(c)(3) organization located at 175 Andover Street, Danvers, MA 01923.

Cancellations and Withdrawals

- ⌚ In the event that a runner is no longer available to run their stage on the given time and date they must notify the organizers immediately and help find a replacement.
- ⌚ We regret that no refunds can be given.

Privacy

- ⌚ The organizers of One Run For Boston are firmly committed to protecting the privacy of the users of this website.
- ⌚ One Run For Boston is the sole owner of the information collected on this site. We will not share, sell, or otherwise distribute the personal information of those who provide personal information to us in any way other than what is disclosed in this document.
- ⌚ We reserve the right to share runners' contact details with the runners immediately before and after them, in order to ensure the smooth running of the One Run For Boston relay.
- ⌚ Names, voices and images of runners who take part in One Run For Boston may be used by the organizers for promotional purposes.



Release of Liability

As part of the sign-up process, each runner is required to accept a Release of Liability and Indemnity Agreement in order to participate in the event. The text of the agreement is worded as follows:

IN CONSIDERATION of allowing me to participate in the One Run For Boston 2014 (the "Event"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to 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.