

Entry into and participation in any event produced by Aloha Racing, LLC is subject to and conditional upon the following terms and conditions. In these Terms and Conditions, the following words and expressions have these meanings:

- **"Athlete"** means the individual named on the entry form who will be participating in the event.
- **"Conditions"** means these terms and conditions.
- **"Enter"** in any form, means the process of providing athlete information and paying the entry fee specific to any event.
- **"Entry Fee"** means the price of entry into the event as set out by the event company.
- **"Entry Form"** means the form that must be completed to enter an event, whether it be in electronic or hard-copy format.
- **"Event"** means the Company event named on or along with the entry form.
- **"Event Company"** or **"Company"** means Aloha Racing, LLC
- **"Packet"** means the official item(s) issued by Event Company to the athlete including all relevant event materials.
- **"Race Day"** means the date any event takes place.
- **"Register"** in any form shall be synonymous with any form of the word "enter".
- **"Rules"** means all regulations, instructions, guidelines, requests, or standards set forth by Event Company in addition to those included within these conditions or within the waiver.
- **"SWAG"** means 'stuff we all get' and shall include race shirts, personalized bibs, and finisher medals, as is appropriate for each individual athlete.
- **"Waiver"** means the official "Participant Waiver and Release of Liability / Assumption of Risk and Indemnity Agreement" required for entry into the event.

1. REQUIREMENTS

- a. Only those who are properly entered in accordance with conditions are eligible to participate in the event.
- b. Entry forms for athletes under the age of 18 at the time of entry must be completed by a parent or legal guardian, regardless of said athlete's age on race day. Any minor athlete entered by a parent or guardian who turns 18 on or prior to race day will be required to personally agree to all conditions and waivers in hard copy format before the entry will be considered valid.
- c. For an entry to be valid, Athlete or parent / guardian of same must have completed the entry form, agreed to all waivers and conditions, paid the applicable entry fee, and be in possession of their packet prior to the published time of closure for the event and race distance selected.
- d. Athlete or parent / guardian of same hereby acknowledges that it is a strict condition of participation in the event that all mandatory fields within the entry form are complete, true and correct at all times, and hereby agrees to inform Event Company of any changes to the information included in their online entry form by logging into the registration system and doing so directly.
- e. Athletes aged 16 or older must produce a valid form of photo identification matching the information included in their entry before Event Company will release the packet.
- f. Athletes who designate a third party to pick up their packet must provide legible evidence of valid photo identification matching the information included in the athlete's entry. The third party will then be required to produce said evidence for Event Company's inspection before the packet will be released.
- g. Third party pick-up will not be allowed on race day.

2. ACCEPTANCE OF CONDITIONS

- a. Athletes shall be deemed to have accepted all rules, conditions, and waivers without exception and to have agreed to a legally binding contract with Event Company immediately upon completion of entry form and payment of the entry fee.
- b. Entry into any one Company event shall represent the Athlete's agreement that all rules, conditions, and waivers apply to all Company events, past, present, and future.
- c. Athlete agrees to abide by all rules, conditions and waivers set forth by Event Company and shall not be entitled to a refund if they ultimately oppose or are excluded or disqualified for breach or violation.
- d. Parents or legal guardians who enter on behalf of an athlete under the age of 18 shall be deemed to have accepted these terms and conditions and further agree to take full responsibility for such athlete.
- e. Any third-party individual may complete an online entry form and submit the applicable entry fee on behalf of an adult athlete provided the third-party individual has the athlete's permission to do so. By submitting said entry form, the third-party individual confirms that the athlete is aged 18 years or older and that all information provided on behalf of the athlete is true and correct. Any athlete entered by a third-party individual will be required to personally agree to all conditions and waivers in hard copy format before the entry will be considered valid. If breach of this clause should exist, or if an athlete refuses to agree to conditions and waivers, the entry will be rendered void and the athlete shall be excluded from the event without the benefit of refund.
- f. Event company reserves the right, at its discretion, to update any portion of these conditions at any time by posting the amended conditions to the company website. Updates may include but are not limited to edits, additions or removal of any term or condition, either in part or in its entirety.
- g. Athlete agrees to periodically check for updates and understands that attendance at or participation in any event or event related function constitutes a binding acceptance of all updates to conditions.

3. PURCHASE AND PAYMENT

- a. Athlete acknowledges and agrees that the purchase of a race entry is not the purchase of a service, but rather secures the right to participate in a Company event.
- b. Athlete shall not be eligible or entitled to participate until full payment of the entry fee has been received by Event Company and/or their registration provider. No payment shall be deemed to have been received until funds are cleared.
- c. If payment cannot be collected for any reason including but not limited to insufficient funds or revocation by the athlete, whether it be at the time of entry or at a later date, the athlete shall not participate in any capacity and may be charged a withdrawal fee.
- d. Any athlete who revokes payment for any reason, including but not limited to opposition to rules, conditions, or waiver, shall not be eligible to participate in any future events produced by Event Company.
- e. Athlete understands that additional fees charged by Event Company's online registration provider are separate and exclusive of entry fees and that these fees shall not be considered a part of any authorized deferral, credit, or transfer.
- f. Athlete agrees to pay a handling fee on all hard-copy or walk-up entries in cases where a credit or debit card is used. Additionally, athlete expressly recognizes that said fee exists to cover the cost of conveniences including but not limited to internet access and equipment such as hot spot and card readers.
- g. Event Company shall not be held liable or responsible for any interest or other fees charged by the athlete's bank or credit provider in association with the payment of an entry fee.
- h. Athlete represents and warrants that entry is purchased for personal use only and that neither rights nor obligations under these conditions may be assigned or transferred without the advance written consent of Event Company. Athlete further acknowledges that without Event Company's express written consent, any attempt to give-away, donate, swap or resell entry is grounds for 1, seizure and cancellation without refund or other compensation, and 2, exclusion from any and all future Company events.

4. PARTICIPATION

- a. Athlete agrees to abide by all rules set forth by Event Company whether they be delivered via the company website, directly via methods including but not limited to email or print, or by anyone granted the authority to do so by Event Company.
- b. Athletes aged 5 or younger must be accompanied by a properly entered parent or guardian when participating.
- c. Event Company reserves the right to impose last-minute rules that shall form part of these terms and conditions without any rights to withdraw being accrued by the athlete.
- d. In any situation not specifically addressed within these Terms & Conditions, Event Company shall consider the rules of the national governing body of long-distance running, USATF, as the most reliable authority on the matter.
- e. Athlete acknowledges and agrees that Event Company shall have complete and final authority over all decisions relating to rules, including but not limited to the rules of competition, finish times and placings.
- f. At their sole discretion and without offering the benefit of withdrawal or refund, Event Company reserves the right to exclude, disqualify and/or remove from participation any athlete for reasons it considers necessary for the safety or proper enjoyment of the event by others, including but not limited to threatening or abusive language or behavior, being under the influence of alcohol or drugs, hate speech of any kind, and/or violation of any rule or condition.
- g. All decisions made by Event Company are final.

5. ATHLETE WITHDRAWALS

- a. Event company maintains the position that all athletes will be treated equally. Therefore, all policies and deadlines will be strictly adhered to without exception.
- b. The following options will be available to all athletes who need to withdraw from an event for any reason:
 1. Switching to another event at least **1 month** in advance will allow for 100% credit. Athletes who wish to do so should access their confirmation email and click 'Manage Registration' (or log in otherwise), then look for the 'Transfer to Another Event' option along the top of the page. Completing the transfer process will cancel the original race entry, apply fees already paid toward the new entry, and include a \$10 transfer fee. No 100% credits will be allowed within 1 month of an event, regardless of the reason doing so becomes necessary, and any unredeemed credits are forfeited.
 2. Athletes who wish to switch to another event up to **2 weeks** in advance will have the option to receive a 50% credit. To do so, please access your confirmation email and click 'Manage Registration (or log in otherwise), then look for the 'Transfer to Another Event' option at the top of the page. Completing the process will cancel the original race entry, apply 50% of the previously paid entry fee toward the new entry, and include a \$10 transfer fee. No 50% credits will be allowed within 2 weeks of an event, regardless of the reason doing so becomes necessary, and any unredeemed credits are forfeited.
 3. All entries are available to transfer to a third party until **3 days** in advance. To do so, please access your confirmation email and click 'Manage Registration (or log in otherwise), then look for the 'Transfer to Someone Else' option at the top of the page. The athlete receiving the entry will have until online registration closes to register, will only be allowed to enter the original race and will be charged the \$10 transfer fee. Incomplete transfers will not be honored at packet pick-up or walk-up registration and unredeemed transfers are forfeited.
 4. Athletes will be allowed to switch distances for any reason until the published **pick-up closure** time for their new race distance. If the decision to do so is made before online registration closes, athletes should access their confirmation email and click 'Manage Registration' (or log in otherwise), then look for the 'Transfer Race' option along the top of the page. Decisions made after online registration has closed should be reported to the individual who checks them in at Packet Pick-up. Instructions on how to make the switch will be delivered at that time.
 5. Athletes who are either unable to or choose not to benefit from the previously stated options may elect to receive the SWAG associated with their entry. To guarantee availability, athletes must email us at events@aloharacing.com at least **24 hours before** the event's first scheduled gun time and must specify whether 1, they will be sending someone to pick-up on their

behalf, 2, which future event they will pick-up at personally, or 3, that they are willing to pay shipping and handling expenses via an invoice that would be sent after the event has concluded. Due to the nature of our shirt swap practices, requests of this type received after the 24-hour advance deadline may or may not be possible.

c. Athletes who withdraw from an event for any reason whatsoever shall not be entitled to a refund.

6. EVENT MODIFICATIONS AND CANCELLATIONS: FORCE MAJEURE

- a. Athlete acknowledges and accepts that cancellations or modifications to any or all circumstances concerning the event may be necessary and / or out of the reasonable control of Event Company.
- b. Event company reserves the right to reschedule, modify or cancel any or all portions of an event if any direct or indirect condition whatsoever, foreseeable or unforeseeable, compromises athlete safety or makes the originally planned event inadvisable, impractical, unachievable, illegal or impossible. These force majeure conditions may include but are not limited to acts of God or natural disasters, such as weather disturbances, flooding, fire or earthquakes; acts of war, such as civil or military disturbances, riots, terrorism or threats of terrorism; acts of government or permitting authorities, such as embargoes, expropriation or changes in laws or regulations; disease, epidemics or pandemics; accidents or sabotage; strikes, labor disputes, disruptions or lock-outs; power failures or any interruption to utility, transportation or communication services.
- c. There will be no refunds and no credits toward another event for rescheduled, modified, or cancelled events, and Event Company shall not be liable to the athlete for any loss or additional expense whatsoever.

7. DATA, PRIVACY AND COMMUNICATIONS

- a. Athlete agrees and consents to the collection and maintenance of personal, medical, and emergency contact data for the sole purpose of event administration.
- b. The purchase of a race entry constitutes the athlete's express agreement to the sharing of any or all data collected with a third party, but only for the safe execution of an event or for purposes that are absolutely necessary to provide event features.
- c. Additionally, once a race entry has been purchased, the athlete will be considered to have opted-in to all emails that might be sent by Event Company whether they be related to the event, other events, event partners, sponsors or charities, or categories of news or promotional information.
- d. To ensure receipt of event information, it is the sole responsibility of the athlete to 1, ensure they provide Event Company with their correct email address and 2, whitelist aloharacing.com within their email system.
- e. Event company shall not be held responsible for any computer malfunctions or other technical anomalies that may occur or lead to failure of receipt of event communications by the athlete.
- f. Although athlete shall be entitled to withdraw email consent and should use the method provided within the email to do so, it is the sole responsibility of the athlete to be sure they have access to relevant information.
- g. Athlete understands and agrees that the withdrawal of email consent will then require personal diligence in investigating any or all event details, including but not limited to those that might be related to rules, conditions, waivers, modifications and/or cancellations.
- h. Athlete recognizes that in the process of investigating event details, whether they be opted in or out of email communications, Event Company website (www.aloharacing.com) is the one and only source for accurate information.
- i. If the athlete opts in to receive information from a benefitting charity directly, it is understood that maintenance and management of data is no longer in the control or under the authority of Event Company, and that all policies and procedures of said charity will apply.
- j. Event Company warrants and assures that under no circumstance will the athlete's personal information be sold to any third party without prior consent.

8. GENERAL

- a. These terms and conditions, along with the documents referred to within, constitute the entire agreement and understanding of the athlete and supersede any previous agreement relating to the event.
- b. Athlete acknowledges and agrees that in submitting the entry form along with payment of the entry fee, there is no reliance on or remedy of any statement, representation, warranty, understanding, promise or assurance of any person other than as expressly set out herein.
- c. Failure of Event Company to act with respect to any condition shall not be construed as a waiver of the condition, a waiver of any other condition, or a waiver of or agreement with any athlete violation or breach of conditions.
- d. Athlete accepts that if any provision of these terms and conditions is declared by law to be void, illegal or otherwise unenforceable, said provision shall be amended in a manner reasonable to give effect to the spirit of the provision. If amendment is not possible, provision shall be severed from the conditions, and all remaining provisions shall remain in full force and effect.
- e. These terms and conditions shall be interpreted in accordance with and governed by the laws of the State of Hawaii, irrespective of conflict of law principles. All actions arising from or related to this document shall be tried exclusively in the City and County of Honolulu, Hawaii. Athlete hereby consents to the jurisdiction of said County or District Court and waives all objections regarding jurisdiction or venue.