



Active-Track Waiver and Release of Liability Form Client

Services: Positioning and tracking of runners during the 2023 St Croix Crossing half-marathon running event. Date Service Begins: upon executing the configuration link. Service Provider/Company: ActiveTrack, LLC

I understand that my position will be tracked using a third-party tracker configured by ActiveTrack. The purpose of this tracker is to position and follow me on the course as I progress towards the finish line. The tracking process will begin as soon as I use the configuration link provided by ActiveTrack. This service will be free of charge and is intended to test the efficacy of a recently developed technology. It is being offered to me for free and it is intended to provide a better experience for those viewing and following the race online. I understand the tracking service will end at the official race time. I also understand that I may terminate the tracking by deleting or removing the app from my smartphone.

I understand the ActiveTrack tracking service uses cell towers to relay information back to a processing center, and as such may encounter blackout regions where cell connectivity is lost. Cell service dead zones could occur during the course of the half marathon and when encountered, the runner's positioning icon may turn grey or even disappear from the map while network connection to the phone is lost. It is the runner's responsibility to communicate this behavior to the viewers and assure them there wouldn't be any cause for alarm. I agree to indemnify the St Croix Crossing event organizer and owners, including their agents, staff, and volunteers from any liability or damages.

In order to receive the best results from the tracking service, I am responsible for following the instructions provided. I understand that sharing trackers, and mis-use of the provided instructions will lead to failure in delivery of the desired results.

I acknowledge that this Waiver and Release of Liability Form will govern my actions and responsibilities at said services, activity or event. In consideration of providing services to me and those viewing my progress, I hereby take action for myself as follows: (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability ActiveTrack and Run Stillwater, Inc., including but not limited to, liability arising from the negligence or fault of the entities or persons released, for any and all personal injury, property damage, property theft, or actions of any kind which may occur during the tracking service, THE FOLLOWING ENTITIES OR PERSONS: Race organizers and St Croix Crossing Half Marathon, Service Provider ActiveTrack, their employees, officers, agents, directors and shareholders, (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) from any and all liabilities or claims made as a result of participation in this service, activity or event, whether caused by the negligence of release or otherwise.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT. I SIGN IT OF MY OWN FREE WILL, AND ON BEHALF OF MYSELF. CLICKING "SUBMIT" IS EQUAL TO MY SIGNATURE.