

# Lawyers Have Heart 10K Transfer Form



To be filled out by previous registrant:

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

To be filled out by new registrant:

Transfer/New Registrant's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Age (on race day): \_\_\_\_\_  
T-Shirt Size: \_\_\_\_\_  
Team or Individual Registration: \_\_\_\_\_; if team, Team Name: \_\_\_\_\_  
Category: (Open, Legal Secretary, Lawyers, etc.) \_\_\_\_\_

## Waiver

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 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 on the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Active.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 The Active Network, Inc. ("Active") that you have full legal authority to complete this event registration on Active, 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 Active.
2. Limitation of Liability; Disclaimer of Warranties. ACTIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE 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 ACTIVE 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 ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE EXPRESSLY DISCLAIMS ALL

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3. Indemnification. You agree to indemnify and hold each of Active 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 Active or the violation of any term of this Liability Waiver or the Active Terms of Service by you.
4. Applicable Law; Consent to Jurisdiction. The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.
5. 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.
6. Synapse shall only use any Personal Identifying Information (as defined below) for the purpose of order processing, fulfillment, customer service, and renewal purposes. Synapse shall not use any Personal Identifying Information for marketing or solicitation purposes or for any other purpose not explicitly permitted in this Agreement. "Personal Identifying Information" shall include any information about users of Active's website provided to Synapse by Active or any information provided to Synapse by registrants, magazine subscribers or other users of Active's website.

*To be signed by new registrant:*

Sign below if you agree, warrant and covenant as follows:

X \_\_\_\_\_

### **Transfer Fee**

You will be able to transfer your number to another individual beginning on May 1<sup>st</sup> through June 5<sup>th</sup> for a \$5 transfer fee (mail-in only and must be received by June 5<sup>th</sup>).

Please make check payable to the American Heart Association. Forms and checks can be mailed to Kelly McAuley, American Heart Association, 4301 N Fairfax Drive, Arlington, VA 22203.

Transfers received after June 5<sup>th</sup> will be denied. Please do not give your number to another runner or run with another runner's number or ChronoTrack. It may cause confusion in case of an emergency and it will cause inaccurate results.