



ACTIVE AGREEMENT AND LIABILITY WAIVER ("Agreement and Waiver")

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

Though you still need to read the entire document, some of the key points of this Agreement and Waiver are highlighted here:

- The activity for which you are registering (the "Event") may be physically challenging and pose a risk of discomfort, illness, injury, and even death. It is your responsibility to ensure that you are in sufficient physical condition to participate in the Event without risk to your health or your life. We do not conduct health or fitness checks on entrants.
- Some Events may pose certain risks to participants and observers. We cannot remove risks to participants and observers and, accordingly, you participate and/or observe at your own risk.
- Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Event, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

1. Authority to Register and/or to Act as Agent. You represent and warrant to Sonoran Arts League, INC ("Sonoran Arts League") that you have full legal authority and capacity to

complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) "Sonoran Arts League" means and includes Sonoran Arts League, Inc. its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Sonoran Arts League singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Sonoran Arts League harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorney's fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Sonoran Arts League, you agree, immediately upon request or demand by Active, to defend, indemnify, and hold Sonoran Arts League harmless from all Liabilities which may be incurred as the result of such claim.