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# AKRON MARATHON

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## RACE SERIES

PRESENTED BY



## Rules and Policies

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## I. Definition of Terms

**AMCC** - The Akron Marathon Charitable Corporation is the organization that puts on the Akron Marathon Race Series events.

**Chip Time** - The time it takes for a participant to reach the finish line from when they cross the starting line.

**Promo Code** – Promo Codes are registration fee discounts assigned by the sole discretion of AMCC.

**DNF** - Started the race but did not finish the race.

**DNS** - Did not start the race.

**DQ** - Disqualified from the race either during or after the finish line usually from misconduct.

**Elite Athlete** - An Elite Athlete is a participant who met the qualifying standards, applied, and was accepted to be a part of the Elite Athlete Program.

**Finisher** - a participant who completes the entirety of the course distance for which they were officially registered.

**Gun Time** - The time it takes for a participant to reach the finish line from when the starting signal sounded.

**Masters Athlete** - Any participant who is 40 years of age or older on race day.

**Para Athlete** – A participant with a disability.

**Participant** - A person who is registered and participates on race day.

**Registrant** - A person who registered to participate in an Akron Marathon Race Series event.

**Seeded Athlete** - A Seeded Athlete is a participant who met the qualifying standards, applied, and was accepted to be a part of the seeded corral.

**Transfer** – A registrant may transfer their registration to another participant during the active transfer window.

**USADA** - The U.S. Anti-Doping Agency (USADA) is the national anti-doping organization (NADO) in the United States for Olympic, Paralympic, Pan American, and Parapan American sport.

**USATF** - USA Track & Field (USATF) is the National Governing Body for track and field, long distance running, and race walking in the United States.

**Virtual Participant** - A person who is registered to participate virtually on their own and not attend the race in-person on race day.

## II. Awards, Prize Money & Results

1. Age Group Awards:
  - a. Based off age on race day
  - b. Based on chip time
  - c. Mailed 6-8 weeks post-race, after results have been finalized
  - d. Awarded for events when division size reaches 500 or more participants
2. Overall and Masters Awards and Prize Money:
  - a. An individual is only eligible to win prize money in the event in which you are registered.
  - b. Based on gun time.
  - c. Prize money awarded only to citizens of the United States of America at the time of the race.
  - d. For the Marathon and Half Marathon division, where prize money is involved, participants are eligible to win both overall and masters division prize monies.
  - e. For events where no prize money is involved, participants can only win one award. Overall placements are weighted more heavily than masters placements.
3. To be eligible for prize money or non-financial awards, transgender athletes must meet the eligibility criteria as defined by USATF and World Athletics regulations.
4. Any disputes in conduct and placement should be sent to [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org) within 24 hours of results being posted.
5. It is the responsibility of the participant to determine if they are able to accept prize money or awards and how that prize may be spent to maintain high school and/or collegiate eligibility.

### III. Elite and Seeded Athlete Qualification

1. Qualification times for Elite Athlete Program and Seeded Athletes are as follows:

<b>Event</b>	<b>A Standard</b>	<b>B Standard</b>	<b>Seeded Standard</b>
Men's Marathon	2:30	2:40	2:55
Women's Marathon	2:55	3:11	3:25
Men's Masters Marathon	2:37	2:55	3:10
Women's Masters Marathon	3:07	3:30	3:40
Men's Half Marathon	1:10	1:17	1:25
Women's Half Marathon	1:21	1:29	1:35
Men's Masters Half Marathon	1:15	1:22	1:25
Women's Masters Half Marathon	1:33	1:42	1:50

\*Standards are based on Akron Marathon record times and race history finishing times

- a. Reach the qualifying time standards based on sex given at birth
- b. Qualifying standards must be met within the qualifying period, within 3 years or the start of year you plan to race. For 2022 the qualifying race must be on or after January 1, 2019.
- c. Achieving a qualifying time does not guarantee entry into the Elite Athlete program. Once applications are received and reviewed athletes will be notified of acceptance.
- d. Half Marathon qualifying time can be used to apply for the Full Marathon.
- e. Qualifying standards must be achieved on a certified USATF course during an organized race with published times. All given times will be verified against the official results.

#### 2. Timeline

- a. Elite Athlete applications are due on July 1, 2022. Applications received after this deadline will be accepted on a case-by-case basis.
- b. The athletes who will be accepted into the Elite Athlete Program will be announced on July 18, 2022
- c. All Elite Athletes need to register through the registration platform by August 15, 2022. Failure to do so may result in removal from the Elite Athlete Program.
- d. Seeded Athlete applications are due on August 15, 2022. Applications received after this deadline will be accepted on a case-by-case basis.

#### IV. Elite Athlete Rules

1. As a sanctioned USATF race, all USATF rules are in effect.
  - a. Participants in the Elite Athlete Program are not permitted to wear headphones during the race.
  - b. Possession or use of video, audio, or communication devices during the race is prohibited.
  - c. Anyone outside the competition field is not allowed to help an athlete make forward progress. Officials, medical personnel, other participants may help a runner return to their feet after a fall.
2. Agree to follow USATF Anti-Doping Rules.

## V. Entry Fees

1. Entry fees are established annually by the AMCC.
2. Entry fees are required at the time of registration.
3. Fees are not refundable or deferrable.
4. Fees are transferable to another participant during the transfer window which is typically up to 45 days prior to any AMCC event. Once the transfer cutoff date has passed, fees are not transferable.
5. Registration protection insurance:
  - a. Must be purchased at the time of registration.
  - b. Registration protection insurance is the only way to receive a registration refund if you become injured, ill, or for other reasons accepted by the insurance company.
  - c. AMCC does not approve or deny claims. All claims must be submitted through the insurance company.
6. Promo Codes are established for special promotions, sponsors, and AMCC programs:
  - a. Promo codes must be used at the time of registration.
  - b. Promo codes can only be used by those to whom they were assigned.
  - c. Promo codes must be used before the date on which they expire.

## VI. General Competition Rules & Code of Conduct

1. Official start of the race
  - a. Official start is based off either first movement at the starting line or the starting sound, whichever comes first.
  - b. Participants must not start prior to the official start time.
  - c. No time will be given to a participant who crosses the start line after the field has left and/or after the timing mats are removed.
2. Participants agree that they can complete the race distance in under the allotted time.
  - a. Participants who finish after the allowed time may not be included in the official results.
  - b. Participants who fall behind course closure pace will be instructed to board the SAG, end of race vehicle. The course is officially closed once this vehicle passes. Roads will reopen to traffic with fluid and aid stations closing once this vehicle passes.
3. AMCC reserves the right to modify or adjust race day planning to create the safest race possible for all involved.
4. Medical personnel have the right to remove any participant from the race if believed to be in the best interest of the participant.
5. Any participant found intentionally cutting the course will be disqualified.
6. All participants agree to follow USATF Anti-Doping Rules.
7. All participants agree to follow all USATF rules.
8. Slower participants and walkers should stay to the righthand side of the course to allow space for others to pass.
9. The AMCC is not responsible for, and discourages taking, any fluid or food along the course that is not supplied at official fluid or food locations.
10. Code of Conduct
  - a. AMCC events are to encourage fitness, fun, and fellowship among its participants. This Code of Conduct is created for the safety and benefit of AMCC and its participants, volunteers, and spectators. The purpose of this Code of Conduct is to set forth the basic principles of decency that we expect participants to follow when attending AMCC events.
  - b. As an AMCC participant and/or volunteer, you agree to:



- i. Show respect and good sportsmanship to your fellow AMCC participants.
- ii. Show respect and appreciation for the volunteers who give their time to support AMCC events.
- iii. Refrain from taunting, harassing, using abusive or vulgar language, making racial, ethnic, or gender-related slurs, making derogatory comments, or threatening violence upon another AMCC member, volunteer, event guest or spectator.
- iv. Refrain from making unwanted physical or sexual contact with AMCC participants, volunteers, event guest or spectator.
- v. Report violations of the Code of Conduct policy to AMCC at [info@akronmarathon.org](mailto:info@akronmarathon.org).
- vi. Members with criminal history of violence or sexual misconduct may be barred from participation in AMCC events.

## VII. Health and Safety

Attending a mass event with people from across the country and the world poses a risk for exposure and infection of COVID-19.

Participants:

1. Accept risks associated with training in a communal environment.
2. Accept risks associated with travel.
3. Accept risks associated with taking part in a mass gathering event, even with safeguards and restrictions in place.
4. Accept risks of severe illness from COVID-19 which increases with age, and for those with certain medical conditions. Severe illness means that the person with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, or they may even die.
5. Acknowledge that anytime there is contact with a person who is infected with COVID-19 there is a risk of personal infection.
6. Acknowledge that changes in community transmission may call for added precautions and agree to adhere to all health and safety measures communicated to them in advance of and on race day.
7. Agree to the criteria for taking part in AMCC Events:
  - a. Participants and volunteers will have to be fully vaccinated (with proof of a COVID-19 vaccination card) or have a negative COVID-19 test result within 72 hours before the race to participate.
    - i. The Akron Marathon adheres to the CDC's current definition of "fully vaccinated" based on the date of the event.
    - ii. Proof of vaccination may be presented as a hard copy, photocopy, or digital version of an immunization record.
    - iii. Those that are not fully vaccinated must supply a negative COVID-19 test result for a test administered within 72 hours of attending the event. Based on national standards, accepted COVID-19 tests are those that have received FDA emergency use authorization and also include RT-PCR, RT-LAMP, lateral flow, and antigen tests.
    - iv. Proof of vaccination or negative COVID-19 test will be required to pick up an in-person race bib.

- b. Participants agree to be free from symptoms that align with COVID-19.
- c. Participants agree to not having known contact with individuals with positive diagnosis of COVID-19 in the past 14 days.
- d. It is suggested that participants who are high risk or older adults not attend race related events.
- e. Participants and volunteers are encouraged to follow the individual responsibilities below.
  - i. Keep your distance from other participants.
  - ii. Utilize hand sanitizer stations regularly and before consuming any post-race foods.
  - iii. Unless fully vaccinated, wear a mask in all race areas, except while actively running, drinking, or eating.
  - iv. Cover your cough and sneezes.
  - v. No spitting or snotting along the course route or when others are around.
- f. Participants or volunteers who become ill during the event should report to a medical volunteer. That individual may be sent for testing, if COVID-19 symptoms are present.

## VIII. Para Athletes

1. Participants who have a disability and who wish to use an item otherwise prohibited must email [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org) to request a reasonable accommodation no less than 4 weeks prior to race day. AMCC will review requests and decisions will be made on a case-by-case basis.
2. Para-athletes will start the race 1 minute prior to the mass start.
  - a. After the start, para-athletes, along with their escorts, will stay to the right side of the road at all times to allow other race vehicles and participants the ability to pass.
3. Both para-athletes and guides, escorts, or push-team members must be registered participants.
4. Wheelchair Division
  - a. For safety reasons, push rim wheelchairs are the only type allowed in the wheelchair division.
  - b. Wheelchair athletes must control their speeds to ensure safety for both themselves and others.
5. Bike escorts are required for para-athletes and will be provided by the para-athlete or the AMCC.
6. Athletes in the Wheelchair Division are not permitted to wear headphones.

## IX. Participant Agreement & Waivers

1. Participants take responsibility related to their own health while taking part in an AMCC event.
2. Participants should not take part in an event unless appropriately trained.
3. In case of an emergency, participants agree to be treated by Medical Volunteers and transported to hospital for further care if needed.
4. Participants agree to follow all rules set forth by USATF.
5. Participants will follow all directions given by race and city officials.
6. Participants are responsible for any financial costs related to training or medical treatment due to training for or taking part in an AMCC event.
7. Participants must conduct themselves in a sportsmanlike manner, being respectful to race officials, volunteers, and other participants alike.
8. Participants must not harass, use profane or offensive language or acts, or inflict physical harm to any other participant, volunteer, city official, staff member, vendor, spectator, or anyone else either in person or through digital means before or during the race.
9. Participants must use the supplied portable restrooms, or available public restrooms to relieve themselves. Using other private or public spaces as a restroom is prohibited.
10. Participant Waivers
  - a. In-Person Participant Waiver (All Events)
    - i. LIABILITY WAIVER AND RACE AGREEMENT: Read this form carefully before accepting. By signing below, you agree, warrant and covenant as follows: I know that participating in a road race is a potentially hazardous activity. I will not enter and participate unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event, but not limited to the effects of weather, traffic, course conditions and course surfaces, falls, and contact with other participants, volunteers, and spectators. I understand that a portion of the course runs adjacent to a golf course and that golfers may be playing during the time I am on this part of the course. I assume any risk that I might be struck by a golf ball or any other risk arising out the use of this golf course during the race. I am aware that medical support for this event will be

provided by volunteer personnel who may be called upon to provide assistance, including first aid, to me during or after the event. I authorize any person providing me medical care to notify and release information about my medical condition to race officials. I authorize race officials to disclose this information to anyone requesting such information. I authorize any such volunteer to assist me or to perform such assistance as in the opinion of such person may be necessary or appropriate. I understand that The Akron Marathon Charitable Corporation, Akron Marathon, governments of the City of Akron, the sponsors, volunteers, USATF and USATF Lake Erie and all others assisting in the operations of the event and its supporting and related activities assume no responsibility or liability with respect to my participation in the run or in any related events. I agree to obey and accept the rules of this race as outlined in the Runner/Spectator Guide and Final Instructions, AMCC Akron Marathon Race Series Rules and Policies and any related events as published or otherwise made known to me, and to abide by the decision of any race official concerning my ability to safely complete the race. I understand that Health Check protocols will be instituted to help reduce attendee exposure to COVID-19. While specific requirements may vary across venues and events, some common measurements will include but not limited to proof of full vaccination against COVID-19 and or proof of a negative COVID-19 test result. I agree to abide by the current Center for Disease Control's (CDC) recommendations based on the date of the event for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me. Having read this waiver and release, knowing these facts, and in consideration of the acceptance of my entry, I for myself and any person entitled to act on my behalf do hereby release The Akron Marathon Charitable Corporation, Akron Marathon, the governments of the City of

Akron, all sponsors, volunteers, USATF and USATF Lake Erie together with their employees, contractors, subcontractors, directors, officers, agents, attorneys, and representatives from all claims of liabilities of any kind arising from my participation in this event or in any related activity, even though liability may arise from negligence or carelessness on the part of persons or organizations named in this waiver and release. I consent, at the race's discretion, to the release of my contact information to race partners and to the use of photographs, video, film, and sound recordings of all Akron Marathon and related events for all legitimate purposes. Athletes who participate in this competition may be subject to drug testing by the United States Anti-Doping Agency (USADA) in accordance with the IAAF Procedural Guidelines for Doping Control or the Olympic Movement Anti-Doping Code. Any substance taken by an athlete is at his/her own risk and may result in a positive sample. Information on drugs and drug testing may be obtained by calling the USADA Drug Reference Hotline at 800-233-0393 or visiting the USADA website. I give permission to be contacted by interested media. Additionally, I acknowledge that in the event the Akron Marathon is delayed or canceled for any reason, or any cause beyond the control of the Akron Marathon, there shall be no refund of my entry fee or any other costs in connection with the event. If the 2022 Akron Marathon Race Series in-person event(s) are canceled, all participants will be automatically converted to the virtual event. There will be no refunds or deferments offered for the event - no exceptions. If I am executing this waiver on behalf of another person, I represent and warrant that such person is fully aware of the contents of this waiver, that such person has duly authorized me to execute this waiver on their behalf and that such person understands that my signing this agreement on their behalf has the same legal effect as if such person has signed it.

b. Goodyear Half & 10k Addition

- i. I hereby grant full permission to The Goodyear Tire & Rubber Company ("Goodyear") and anyone authorized by Goodyear, the absolute right and

permission to use my name, likeness, and city of residence in any and all advertising and promotional materials, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without territorial, time or other use limitation, without notice to me and without further compensation and in connection therewith, I hereby release Goodyear from all liability. In consideration of my participation in either or both of the 10k or Half Marathon, sponsored by Goodyear, and the possible award to me of a prize, and for other good and valuable consideration, receipt of which is hereby acknowledged, I, for myself, my heirs, executors and administrators, hereby waive, release, discharge and agree to defend indemnify and hold harmless Goodyear, its respective officers, directors and employees, and anyone authorized by any of them (collectively referred to as Goodyear), from any and all claims, injuries, costs, rights, demands, damages, expenses, losses and/or liabilities of any kind that I, my executors, heirs, administrators or assigns may have, including, but not limited to, personal injuries, death, disability and property damage sustained in connection with my participation in either or both the 10k or Half Marathon or with the use/misuse, acceptance, possession or awarding of any prize or portion thereof. I understand and agree that this is a complete Release and Discharge of all claims and rights I may have against Goodyear and that no action will be taken by or on behalf of myself with respect to any such rights. I understand this release shall be binding upon my heirs, executors, and assigns. I warrant that I am 18 years of age or older and that I have every right to contract in my own name. I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS I MAY HAVE AGAINST GOODYEAR AND THAT NO ACTION WILL BE TAKEN BY OR ON BEHALF OF MYSELF WITH RESPECT TO ANY SUCH RIGHTS. I UNDERSTAND THAT THIS RELEASE SHALL BE BINDING UPON MY HEIRS, EXECUTORS, SUCCESSORS, AND ASSIGNS.

c. Virtual Participant Waiver



i. I know that participating in a virtual program and running/walking in an event that is organized as a virtual activity where I run on my own, at a date and time of my choosing, in a location and running/walking route of my choosing, which will not have any support or security measures in place by The Akron Marathon Charitable Corporation and its sponsors, is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk. I will not participate in a virtual event unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform at this event, and am in good health, and I am properly trained. I further agree to abide by the current Center for Disease Control's (CDC) recommendations base on the date of the event for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I agree to follow all pedestrian safety ordinances including running on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will run against oncoming traffic and not with traffic. I agree to abide by any decision of The Akron Marathon Charitable Corporation officials relative to any aspect of my participation in this virtual event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the virtual race and program including the terms in this waiver, the timeline of the virtual event, and agree to abide by them. I assume all risks to me associated with running/working out on my own as part of this virtual activity, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running on my own without any type of support from local officials or event organizers. Having read this waiver

and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release of The Akron Marathon Charitable Corporation and the city of Akron, Ohio, and all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event/program, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to run/walk on my own as part of this virtual event. I grant permission to all of the foregoing to use my photographs which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose. I understand that this event does not provide for refunds and by agreeing to this waiver, I consent that I am not entitled to a refund.

d. Kids Fun Run

- i. I hereby give my child permission to participate in the Akron Marathon Kids Fun Run presented by Akron Children's Hospital. I understand that this event has certain risks and could result in injury to my child and or anyone accompanying my child. I agree to hold harmless and free from liability the City of Akron and the Akron Marathon Charitable Corporation, Akron Children's Hospital as well as their agents, employees, or sponsors, for any injuries which may occur to my child and or anyone accompanying my child as a result of his or her participation in this event. I am aware that medical support for this event will be provided by volunteer personnel who may be called upon to provide assistance, including first aid, to my child and or anyone accompanying my child during or after the event. I authorize any person providing medical care to notify and release information about my child and or anyone accompanying my child medical condition to race officials. I authorize race officials to disclose this information to anyone requesting such information. I authorize any such volunteer to assist or to perform such assistance as in the opinion of such person may be necessary or

appropriate. I understand and agree that my child must follow the instructions given by the instructors and he/she must follow the rules and regulations of the Akron Marathon Charitable Corporation. I hereby confirm my child's physical fitness and ability to participate in this program. I agree to obey and accept the rules of this race as outlined in the Final Instructions, AMCC Akron Marathon Race Series Rules and Policies and any related events as published or otherwise made known to me, and to abide by the decision of any race official concerning the ability of my child to safely complete the race. I understand that Health Check protocols will be instituted to help reduce attendee exposure to COVID-19. While specific requirements may vary across venues, events and age, some common measurements will include but not limited to proof of full vaccination against COVID-19 and or proof of a negative COVID-19 test result. I further agree to abide by the current Center for Disease Control's (CDC) recommendations and any public health or executive order signed by the Governor of the State of Ohio and/or Ohio Department of Health Director relating to prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases based on event date and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html> and Ohio orders at [coronavirus.ohio.gov](https://coronavirus.ohio.gov). I assume all such foregoing risks being known, appreciated, and accepted by me. Permission is granted, at the race's discretion, to release contact information to race partners and for the use of photographs of my child for promotional material published by the Akron Marathon Charitable Corporation.

e. Volunteer Waiver

- i. I know that volunteer work at a road race involves a wide range of activity, which is potentially hazardous. I know that I should not volunteer unless I am medically and physically able to perform the work required. I assume all risks associated with volunteering to work this event including, but not limited to: falls, contact with the race participants, the

effect of weather, traffic, and conditions of the road, all such risks being known and understood by me. I agree to obey and accept the rules of this race as outlined in the AMCC Akron Marathon Race Series Rules and Policies, Volunteer Guide and Final Instructions and any related event information as published or otherwise made known to me, and to abide by the decision of any race official concerning my ability to safely participate in the race. I understand that Health Checks protocols will be instituted to help reduce attendee exposure to COVID-19. While specific requirements may vary across venues and events, some common measurements will include but not limited to proof of full vaccination against COVID-19 and or proof of a negative COVID-19 test result. I agree to abide by the current Center for Disease Control's (CDC) recommendations based on event date for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me. I am aware that volunteer personnel who may be called upon to provide assistance to me, including first aid during the event, will provide medical support for this event, I authorize any such volunteer to assist me or perform such assistance as, in the opinion of such person, may be necessary or appropriate. I understand that the Akron Marathon Charitable Corp., Akron Marathon, the City of Akron assumes no responsibility or liability with respect to my participation or involvement in this event. I hereby grant permission to the Akron Marathon Charitable Corp. and its sponsors to use any photographs, motion pictures, recordings, or any record of this event for legitimate purposes. Having read this waiver and knowing these facts and in consideration of our accepting my participation, as a volunteer, I, for myself and anyone entitled to act on my behalf do hereby release and discharge the Akron Marathon Corp., the City of Akron and all sponsors, representatives (including other event Volunteers), successors and employees of any of

them, from all claims or liabilities of any kind arising out of my participation of involvement in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

## X. Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to akronmarathon.org, and The Akron Marathon Charitable Corporation and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to The Akron Marathon Charitable Corporation include akronmarathon.org and AMCC. The AMCC website is an event and race registration and information site. By using the AMCC website, you consent to the data practices described in this statement.

### Collection of your Personal Information

In order to better provide you with products and services offered, AMCC may collect personally identifiable information, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number

If you purchase AMCC's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

AMCC may also collect anonymous demographic information, which is not unique to you, such as your:

- Age
- Sex

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

## Health & COVID-19 Data Collection

AMCC collects Health and COVID-19 data to safely plan for AMCC's events. COVID-19 information is collected in accordance with current CDC and Summit County Public Health guidelines. Participants provide this information directly during registration, a health screening, or onsite for any AMCC events. Information is collected through your interactions with the AMCC's registration and volunteer platforms. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with AMCC's website and registration platforms when using your device. Additional information may be collected during onsite interactions at AMCC events.

## Sensitive Personal Data

Under certain circumstances, we may ask you to provide personal data concerning health ("Sensitive Personal Information"). Providing Sensitive Personal Information is voluntary, and we will only collect and process Sensitive Personal Information with your consent.

## COVID-19 Vaccination and/or Test Data

When you register for any AMCC event, we will ask you to present a COVID-19 vaccination card and/or negative test in order to participate in-person. This information may be presented digitally or in-person.

## How information is collected

- Information on the web pages you visit on any AMCC website or registration platform.
- Information presented onsite at any AMCC events.

## Use of your Personal Information

- AMCC collects and uses your personal information to operate and deliver the services you have requested.
- AMCC may also use your personally identifiable information to inform you of other products or services available from AMCC and its affiliates.

## Sharing Information with Third Parties

AMCC does not sell, rent, or lease its customer lists to third parties.

AMCC may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to AMCC, and they are required to maintain the confidentiality of your information.

AMCC may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on AMCC or the site; (b) protect and defend the rights or property of AMCC; and/or (c) act under exigent circumstances to protect the personal safety of users of AMCC, or the public.

## Tracking User Behavior

AMCC may keep track of the websites and pages our users visit within AMCC, in order to determine what AMCC services are the most popular. This data is used to deliver customized content and advertising within AMCC to customers whose behavior indicates that they are interested in a particular subject area.

## Automatically Collected Information

Information about your computer hardware and software may be automatically collected by AMCC. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the AMCC website.

## Use of Cookies

The AMCC website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.



One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize AMCC pages, or register with AMCC site or services, a cookie helps AMCC to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same AMCC website, the information you previously provided can be retrieved, so you can easily use the AMCC features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the AMCC services or websites you visit.

## Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## Security of your Personal Information

AMCC secures your personal information from unauthorized access, use, or disclosure. AMCC uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity,

and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

## Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act.
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent.
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us.
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

## Children Under Thirteen

AMCC collects personally identifiable information from children under the age of thirteen. Information is submitted by parent/guardian and AMCC collects and uses information for participation in AMCC events with the parent/guardian's consent.

We provide information about our personal data practices for children on our home page and wherever we knowingly collect personal data from children on our website. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Statement of Privacy.

## E-mail Communications

From time to time, AMCC may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from AMCC or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from AMCC, you may opt out of such communications by clicking the USUBSCRIBE button.

## External Data Storage Sites

We may store your data on servers provided by third party hosting vendors with whom we have contracted.

## Changes to this Statement

AMCC reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

## Contact Information

AMCC welcomes your questions or comments regarding this Statement of Privacy. If you believe that AMCC has not adhered to this Statement, please contact AMCC at:

The Akron Marathon Charitable Corporation

155 E. Voris St.

Akron, Ohio 44311

Email Address:

[info@akronmarathon.org](mailto:info@akronmarathon.org)

Telephone number:

330-434-2786

## XI. Prohibited Items

1. For the safety of our participants, AMCC reserves the right to disqualify and remove anyone from the course who has any of the following items or does not act in a safe manner:
  - a. Participants without an official, current year race bib
  - b. Pets
  - c. Skateboards
  - d. Scooters
  - e. Strollers or baby carriers
  - f. Bicycles
  - g. Roller blades
  - h. Any item that would give a participant an unfair advantage
  - i. Any other types of vehicles (other than official vehicles and bicycles)
2. Non-registered participants are not allowed to run or walk within the boundaries of the official course.
  - a. It is important that family and friends do not cross the Finish Line or enter the finish zone which begins approximately 2/10 mile before the finish.
  - b. Course monitors and police will be stationed throughout the course; assuring only registered participants with official bibs are on the course.
  - c. Pacers who are not registered participants are not allowed.
3. AMCC discourages the use of portable music devices and headphones.

## XII. Race Bib

1. Participant race bibs must be picked up during Packet Pickup hours unless the Mail-My-Bib option was purchased.
2. Participants must present a COVID-19 vaccination card, or a negative COVID-19 test in the same name as the registrant within 72 hours of the event in order to receive their race bib.
3. Participants agree to wear their race bib on the front and outermost layer of clothing and visible.
4. Race bibs cannot be reproduced or used for an event/year in which they are not issued.
5. Race bibs must only be used by the registered participant in which it belongs. Participating with someone else's bib will lead to disqualification.
6. The race bib must not be folded, cut, or torn which could damage the timing device.
7. Do not remove the timing device from the race bib.
8. Participants should ensure their race bib has their correct information including name, sex, age, and emergency contact prior to participating.
9. Not wearing an official race bib will lead to disqualification and/or removal from the course.

## XI. Registration

1. Participants agree to the following age requirements on race day:
  - a. 1 Mile – 5
  - b. 8k – 12
  - c. 10k – 12
  - d. Half Marathon – 16
  - e. Team Relay – 14
  - f. Marathon – 16
2. Sex versus gender is used during registration data collection. Sex is based on the participant's biological sex determined at birth. Participants may choose a different sex than assigned at birth; however, USATF and World Athletic regulations will be followed for awarding prize money or non-financial awards.
3. Registrants must agree and accept the waiver, rules, and policies during the registration policy.
4. AMCC reserves the right to restrict entry into a race for any reason.
5. Registrants must supply true, accurate, and current information during the registration process.
6. Anticipated finish time is asked during registration and is used to place participants in the starting corral for a smooth start line and racing experience.
7. Failure to follow AMCC Race Rules and Policies could lead to one or more of the following actions:
  - a. Warning
  - b. Removal from participation
  - c. Removal from the course
  - d. Disqualification
  - e. Period of ineligibility into future AMCC events
  - f. Ban from all future AMCC events