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## **Rules and Policies**

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## I. Definition of Terms

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

**Athlete** - A person who is registered and participates on race day. Athlete and participant are used interchangeably.

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

**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.

**Event Record** – Is when a participant travels the required racecourse distance, with the fastest time, of all years, within their division.

**Elite Athlete** - A participant who has met the qualifying standards, applied, and was accepted to be a part of the Elite Athlete Program for the September Akron Marathon or Half Marathon.

**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.

**Non-Binary** – One of many gender identities that exist outside of, and even in-between, the gender binary. AMCC uses the term non-binary as an umbrella term for anyone who identifies beyond the gender binary. AMCC offers a Non-Binary Division at its events.

- **Gender Binary** – Refers to a traditional gender system that exclusively defines gender as man or woman and assumes both gender identity and gender expression are to align with the sex assigned at birth.
- **Gender Non-conforming** – Individuals that do not follow other people's ideas or stereotypes about how they should look, or act based on the female or male sex they were assigned at birth.

**Para Athlete** – A participant with a disability that may require and request additional support services to aid them in their participation.

**Participant** - A person who is registered and participates on race day. Participant and Athlete are used interchangeably.

**Promo Code** – Registration fee discounts assigned by the sole discretion of AMCC.

**Push Team / Duo Team** - An abled-bodied individual pushing another individual with a physical, intellectual, or coordination impairment in a racing wheelchair. Each pusher, even if there are multiple pushers per push team, has to complete the full distance for all events except for the full marathon where 5 people can tag in and out as part of a relay team to push the athlete the full distance.

**Referral Program** – Participants can earn \$5 per participant who registers using your unique promoter link which can be found in your confirmation email or participant dashboard. Once you reach \$15+, you will receive payment via check or electronic funds transfer.

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

**Results** – The posted finishing time and placement of participants by event and division. AMCC will post results in the Men's, Women's, and Non-Binary divisions across all events.

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

**Sex** – The anatomical and biological labels assigned at birth. AMCC will use sex for the Men's and Women's Division at its events. Athletes who wish to be eligible for prize money or an invitation into the Elite Athlete or Seeded Programs are required to follow World Athletics, USA Track & Field, and World Para Athletics rules for competition as male or female.

**Support/Guide Runners** - A person who provides verbal instructions or decision-making skills to an athlete with an intellectual, physical, or emotional impairment. Support/Guide Runners must be registered participants of AMCC events.

**Team Relay** – A Team Relay is comprised of up to five participants that complete the 26.2-mile course that is broken into five predetermined relay legs. Team Relay divisions include Men's, Women's, and Mixed in open and masters. AMCC will classify teams with non-binary participant(s) as Mixed Teams.

**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.

**Wheelchair Division Participant** - An individual with a permanent disability who is using a push-rim racing wheelchair during the event.

**Young Adult Pricing**– Participants 24 and younger will receive introductory pricing throughout the entire year. This discount will automatically update at checkout.

## 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 once division size reaches 500 or more participants.

### 2. Men's/Women's Overall and Masters Awards and Prize Money

- a. You are only eligible to win prize money in the event in which you are registered.
- b. Based on gun time.
- c. Awarded for the place achieved in the race.
- d. Prize money is awarded to citizens of the United States at the time of the race.
- e. For the Marathon and Half Marathon division, where prize money is involved, participants are eligible to win both overall and masters division prize monies.
- f. For events where no prize money is involved, participants can only win one award. Overall placements are weighted more heavily than masters placements.
- g. Participants may be removed from awards, prize money, and event records if that participant violates one of the Elite Athlete Rules. This includes the visible possession or use of video, audio, or communications devices along the course.

### 3. Non-Binary Overall Awards

- a. Non-binary participants, who choose to compete in that division, will be ranked, and scored among other non-binary participants. Athletes who wish to be eligible for prize money or an invitation into the Elite Athlete Program are required to follow the World Athletics Book of Rules; see Book C3.5, USA Track & Field, and World Para Athletics rules for competition as male or female.
- b. You are only eligible to win awards in the event in which you are registered.
- c. Based on chip time.
- d. Mailed 6-8 weeks post-race, after results have been finalized.
- e. Prize money, age group awards, and masters awards may become available once division size reaches 500 or more participants.

#### 4. Team Relay Awards

- a. You are only eligible to win awards in the category in which you are registered. Team Relay divisions include Men's, Women's, and Mixed in Open and Masters. AMCC will classify teams with non-binary participants as Mixed Teams.
- b. For the team relay division, where no prize money is involved, participants can only win one award. Overall placements are weighted more heavily than Master's placements, therefore if you are a team of Master's Runners who place in the top three overall, you will be awarded as such.
- c. Based on chip time.
- d. Mailed 6-8 weeks post-race, after results have been finalized.
- e. Team based awards do not earn prize money or age group awards.

#### 5. Wheelchair Overall Awards

- a. You are only eligible to win awards in the event in which you are registered.
- b. Based on gun time, for the start of the Wheelchair Division, which is one minute prior to mass start.
- c. In wheelchair and Frame Running races the athletes shall be placed in the order in which the center of the axle of the leading wheel reaches the vertical plane of the nearer edge of the finish line as defined above.
- d. The Wheelchair Division receives overall awards.
- e. Push Team and support/guide athletes receive participation awards.
- f. Prize money, age group awards, and masters' awards may become available once division size reaches 500 or more participants.

#### 6. Event Records

- a. Open records are based on gun time.
- b. Wheelchair records are based on gun time.
- c. Masters records are based on chip time.
- d. Non-binary records are based on chip time.
- e. You are only eligible to set an event record in the event you are registered for.
- f. You must finish first in the division to set an event record.

- g. Event record cash incentives in the September Akron Marathon and Half Marathon may become available once division size reaches 500 or more participants.
- h. Event record cash incentives are awarded only to citizens of the United States of America at the time of the race.

## 7. Results

- a. Event results, the posted finishing time and placement of participants by event and division, are posted at [AkronMarathon.org/race-series/results](http://AkronMarathon.org/race-series/results).
- b. AMCC will post results in the Men's, Women's, and Non-Binary divisions across all events.
- c. Results may take up to two weeks to finalize after the event.
- d. To be eligible for prize money and/or awards, transgender athletes must meet the regulations defined by [World Athletics Eligibility Regulations for Transgender Athletes](#).
- e. Award Challenges due to Gender
  - i. A participant's self-declared sex/gender at registration will be accepted at face value.
  - ii. The only challenge to a participant's sex/gender could occur if that athlete finished top [3] overall/masters or is up for an age group award/prize in the women's division.
  - iii. In the case of a top [3] finish in the women's division. AMCC will have sole discretion to review.
  - iv. No challenges based on gender identity in the men's or nonbinary categories are accepted.
  - v. Any such challenge must be in writing to [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org) with the utmost discretion and respect for the privacy of all parties involved. AMCC will determine whether there is a legitimate basis for the challenge defined by World Athletics.
- f. Any disputes/challenges in conduct and/or placement should be sent to [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org) within 24 hours of results being posted.

- g. It is the participant's responsibility to determine if they can 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 Program, Qualification & Rules

1. The Elite and Seeded Athlete program is exclusive to the Akron Marathon and Half Marathon in September.
2. 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	2:50	3:00
Women's Marathon	2:55	3:15	3:35
Men's Masters Marathon	2:45	3:05	3:20
Women's Masters Marathon	3:05	3:40	3:55
Men's Half Marathon	1:10	1:15	1:25
Women's Half Marathon	1:20	1:30	1:35
Men's Masters Half Marathon	1:15	1:25	1:30
Women's Masters Half Marathon	1:25	1:35	1:40

\* Standards are based on Akron Marathon record times, finishing times, and historical data.

- 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 the year you plan to race. For 2025, the qualifying race must be on or after January 1, 2022.
  - 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 or vice versa.
  - 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.
3. Timeline
    - a. Elite Athlete applications are due on July 1, 2025. Applications received after this deadline will be accepted on a case-by-case basis.
    - b. The athletes accepted into the Elite Athlete Program will be announced on or before July 9, 2025.

- c. All Elite Athletes need to register for the race through the registration platform by July 31, 2025. Failure to do so may result in removal from the Elite Athlete Program.
- d. Seeded Athlete applications are due on July 31, 2025. Applications received after this deadline will be accepted on a case-by-case basis.

#### 4. Elite Athlete Rules

- a. Agree to follow USATF Anti-Doping Rules.
- b. As a sanctioned USATF race, all USATF rules are in effect. Below common rules that come into question are listed. Please reference the USATF Competition Rule book for the full list.
  - RULE 144 (Below was copied from USATF Competition Rule Book. Rule numbering was maintained as a reference aid)
  - 144.3. The following shall be considered examples of assistance:
    - 144.3(a) Pacing in running or walking events by persons not participating in the event, by competitors lapped or about to be lapped, or by any kind of technical device other than those permitted under Rule 144.4(f) and Rule 144.4.
    - 144.3(b) The visible possession or use by athletes of video, audio, or communications devices in the competition area.
    - 144.3(f) Receiving physical support from another (other than from another competitor in the event helping to recover to a standing position) that assists in making forward progress in the race.
  - 144.4. The following shall NOT be considered assistance:
    - 144.4(a) Verbal or other communication, without the use of any technical device, from an individual who is not in the competition area to a competitor who is in the competition area.
    - 144.4(b) Physiotherapy and/or medical treatment necessary to enable an athlete to participate, or continue participation once in the competition area, may be provided by members of the

official medical staff appointed by the Games Committee and clearly identified as such.

- 144.4(d) Receiving physical support from an official or other person designated by the Games Committee to recover to a standing position or to access medical assistance.
- 144.4(f) Pace setting by an officially designated person entered in an event for that purpose is permitted, provided such pacesetters start in the event.
- 144.4(g) Personally carrying or wearing articles of equipment such as wrist chronometers, heart rate monitors, speed distance monitors, stride sensors or similar devices during a race provided that such device cannot be used to communicate with any other person.
- 144.7. No attendant or competitor who is not actually taking part in the competition shall accompany any competitor on the mark or in the competition, nor shall any competitor be allowed, without the permission of the Referee or Judges, to receive assistance or refreshment from anyone during the progress of the competition, except as provided by Rules 144.3(b), 145.5, 232, or 241.
- 144.8. A competitor may, at any time, carry water or refreshment by hand or attached to his/her body provided it was carried from the start or collected or received at an official station.
- 144.9(c) A competitor who receives or collects refreshment or water from a place other than the official stations, except where provided for medical reasons from or under the direction of race officials, or takes the refreshment of another competitor, should, for a first such offense, be warned by the Referee normally by showing a yellow card. For a second offense, the Referee shall disqualify the competitor, normally by showing a red card. The competitor shall then immediately leave the course.

- NOTE: A competitor may receive from or pass to another competitor refreshment, water or sponges provided it was carried from the start or collected or received at an official station. However, any continuous support from a competitor to one or more others in such a way may be regarded as unfair assistance and warnings and/or disqualifications as outlined above may be applied.

#### IV. 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. It 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 may not be disclosed or shared on public platforms without explicit prior approval from AMCC, as AMCC is the sole entity authorized to publicize any promo codes.
  - b. Promo codes must be used at the time of registration.
  - c. Promo codes can only be used by those to whom they were assigned.
  - d. Promo codes must be used before the date on which they expire.

## V. General Competition Rules & Code of Conduct

1. Official start of the race
  - a. Official start is based off either the 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 allotted 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. If you choose not to board the SAG, you must move to the sidewalk and continue self-supported.
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. Pacing by someone who is not a registered participant is considered assistance according to USATF rules and may lead to disqualification.
7. All participants agree to follow USATF Anti-Doping Rules.
8. All participants agree to follow USATF rules.
9. Slower participants and walkers should stay to the righthand side of the course to allow space for others to pass.
10. 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.
11. Code of Conduct
  - a. AMCC events are to encourage fitness, fun, and fellowship among its participants. This Code of Conduct was 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. Read and follow USATF Safe Sport handbook
  - iv. 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 participant, staff member, volunteer, event guest or spectator.
  - v. Refrain from making unwanted physical or sexual contact with AMCC participants, volunteers, event guest or spectator.
  - vi. Report violations of the Code of Conduct policy to AMCC at [info@akronmarathon.org](mailto:info@akronmarathon.org).
  - vii. Those with a criminal history of violence or sexual misconduct may be barred from participation in AMCC events.

## VI. Para Athletes & Accessibility

- a. Para Athletes are participants with a disability that may require and request additional support services to aid them in their participation.
- b. Current Accessibility Services
  - a. Wheelchair Division
    - i. An individual with a permanent disability who is using a push-rim racing wheelchair during the event.
    - ii. Must control speeds on descents for the safety of both the athlete and other participants and spectators along the course.
    - iii. A helmet is required.
    - iv. Motors, pedals, and gears are prohibited.
  - b. Push Teams / Duo Teams
    - i. An abled-bodied individual pushing another individual with a physical, intellectual, or coordination impairment in a racing wheelchair. Each pusher, even if there are multiple pushers per push team, must complete the full distance for all events except the full marathon where 5 people can tag in and out as part of a relay team to push the athlete the full distance.
    - ii. Both the pusher and the rider must adhere to the age requirement of the event they are participating in.
      - 1. Participation exceptions for the Push Team Rider only may be granted at the sole discretion of the Medical Director and AMCC on a case-by-case basis. Inquiries regarding age requirement exceptions should be directed to [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org)
    - iii. The rider must remain seated through the event.
    - iv. It is recommended for the rider to wear a helmet.
    - v. No strollers allowed, must be a racing wheelchair.
    - vi. Must maintain contact with the chair at all times, with a tether being recommended.
  - c. Support/Guide Runners



- i. A person who provides verbal instructions or decision-making skills to an athlete with an intellectual, physical, or emotional impairment.
  - ii. The athlete is responsible for choosing their support/guide.
  - iii. Support/guide should be properly trained to complete the event distance at the pace of the individual they are supporting.
  - iv. The support/guide is not able to push, pull, or propel their athlete forward.
  - v. Support/guide should cross the finish line after their athlete.
- c. Para Athletes who wish to use an item otherwise prohibited must email [Info@AkronMarathon.org](mailto:Info@AkronMarathon.org) to request 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.
- d. 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 to allow other race vehicles and participants to pass.
- e. Para-athletes, guides, escorts, and/or push-team members must be registered participants.
- f. Bike escorts are required for para-athletes and will be provided by the para-athlete or AMCC.
- g. Athletes in the Wheelchair Division are not permitted to wear headphones.
- h. Athletes who require a service animal as defined by the ADA in order to participate must contact the AMCC at [info@akronmarathon.org](mailto:info@akronmarathon.org) for approval no less than 4 weeks prior to race day. AMCC will review requests and decisions will be made on a case-by-case basis.
  - a. Comfort and/or emotional support animals are not recognized by the ADA and are not permitted.

## VII. 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 behave in a sportsmanlike manner, respecting race officials, volunteers, and other participants.
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. Akron Marathon Series Participant Waiver

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 of 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 for any communicable disease may be enforced before any Akron Marathon Race Series event. 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 2025 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. The Akron Marathon Race Series offers a stroller division for the 1 Mile only which requires that the adult pushing the child in the stroller must be a parent or a legal guardian. The stroller division is not a competitive event. Your time will be recorded; however, racing competitively with a baby jogger/stroller will not be tolerated for the safety of the child & all involved. The parent/legal guardian is responsible for making sure the child is safely secured in a safe and operable jogging stroller.

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.

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. Kids Fun Run Waiver

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 for any communicable disease may be enforced before any Akron Marathon Race Series event. 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

c. Volunteer Waiver

I know that volunteer work at a road race involves a wide range of activities, 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 Check protocols for any communicable disease may be enforced before any Akron Marathon Race Series event. 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 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 or liabilities of any kind arising out of my participation or 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.

## VIII. Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to akronmarathon.org, and The Akron Marathon Charitable Corporation that 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, 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
- Date of Birth

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 demographic information such as your:

- Age
- Sex
- Gender Identity
- Race/Ethnicity

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 which 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.

### Sensitive Personal Data

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

### 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 AMCC related advertising 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 the quality of the service, and to provide general statistics regarding use of the AMCC website and partner sites.

## 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

The AMCC 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.

If you are under the age of thirteen, you must ask your parents 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 and/or SMS Communications

From time to time, AMCC may contact you via email and/or SMS 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 from AMCC, you may opt out of such communications by clicking the UNSUBSCRIBE button in the footer of emails or by replying STOP to SMS messages.

#### 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  
Telephone number:  
330-434-2786

## IX. 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 (excludes Kids Fun Run and 1 Mile stroller division)
  - 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.

## X. Race Bib

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

## XI. Registration

1. Registrants must agree and accept the waiver, rules, and policies during the registration process.
2. Registrants must supply true, accurate, and current information during the registration process.
3. Participants agree to the following age requirements on race day:
  - a. 1 Mile – 5 (excludes stroller division)
  - b. 8k – 10
  - c. 10k – 10
  - d. Half Marathon – 14
  - e. Team Relay – 12
  - f. Marathon – 16
  - g. Kids Fun Run – 12 and under
4. Registration Form
  - a. In addition to personal information that needs to be collected for logistical purposes, the registration form includes a Tell Us About Yourself section, where gathered information empowers us to learn more about how you plan to participate in AMCC events, the reasoning behind your participation, as well as customize the race experience, catering to the distinct needs and preferences of our diverse participant base.
  - b. The inclusion of sex-related questions aligns with USA Track & Field and World Athletics, our governing bodies, which use sex for competition and awarding prize money and awards. This ensures compliance with sporting regulations and maintains fairness in competition. Simultaneously, the question about gender identity aims to promote inclusivity within the Akron Marathon Race Series community, reflecting a commitment to recognizing and respecting diverse gender identities. While sex is a regulatory necessity for prize distribution, gender identity ensures a welcoming and representative environment for all participants.
  - c. Race / Ethnicity information is being collected for the purpose of understanding the demographics of our audience to improve our services. Responses are voluntary, will be kept confidential, and only reported in aggregate.

- d. The participant's anticipated finish time is asked to place participants in the starting corral for a smooth start and racing experience.
- 5. 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
- 6. AMCC reserves the right to restrict entry into a race for any reason.