

## Terms and Conditions

These Terms & Conditions are made and effective by agreeing to the associated service proposal, by and between Adventure Enablers, LLC, (“Enablers”) and the event organizer or event representative (“Event Organizer”). By acceptance, the Event Organizer agrees to the terms and conditions. Client signature asserts that the signer is authorized to execute a legally binding agreement on behalf of the Event Organization and that this document constitutes a legally binding agreement whether or not the Event Organizer has read them. Enablers may at its sole discretion modify the Terms and Conditions therein at any time.

### 1. Introduction

Adventure Enablers provides a range of outdoor event services, including race timing, live tracking, registration management, and custom event planning for running, biking, and multisport events. With over a decade of experience and a skilled team, we partner with various entities to create family-friendly, endurance-based, and goal-achieving events. Our headquarters is located in Front Royal, Virginia.

### 2. Scope of Services

#### 2.1 RFID Timing Services

For RFID timing activities, Adventure Enablers is responsible for:

- Ensuring all the necessary resources are available and in place for timing.
- Providing and running all hardware and software for timing including computers, printers, timing chips, mats, and other related hardware associated with the timing system.
- Providing lead timer.
- Ensuring all relevant information about each of the courses is correct in the timing system.
- Ensuring all information about the participants is up-to-date and correct in the timing system, including any changes made during the registration and packet pickup process, by coordinating with the registration director.
- Importing all athlete information from the event organizers registration platform.
- Ensuring that bib numbers and timing chips are correctly assigned to participants.
- Ensuring all timing hardware is functional, placed in the correct location, and operational throughout the entire event.
- Providing results for awards during on-site ceremonies. Race award breakdown must be provided 1 week prior to the event.
- Working with all other team members to ensure the event runs smoothly and successfully.
- When necessary preparing race/chip packets for each participant, including timing chip, race bib, strap to attach chip, and label on each packet with participant information. Packets are arranged by event and alphabetically by last name.
- Having results available after the last finisher. (Results are based on wave start time)
- Formatting results for Awards List and Overall Finisher List.
- Posting results online the day of the event.
- Being available for pre-race meetings and coordination 1 week prior to the event.
- Being available to answer questions and provide participant support related timing 1 week post event.
- Assisting with the setup and configuration of the Runs Sign Up registration platform if required.

#### 2.2 Event Organizer Responsibilities

The event organizer is responsible for:

- Providing a participant list with categories and bib number (if pre assigned).
- Supplying all race bibs
- Providing location to time event (Near start and finish line area)
- Overseeing all other event-related activities..

### **3. Pricing**

Pricing details are provided in the service proposal.. Event organizers will be charged based on the quantity of participants registered at the time of the engagement and/or as outlined in the service proposal.

### **4. General Terms**

#### **4.1 Fulfillment of Services**

Adventure Enablers will fulfill services solely upon the terms set forth below. These terms and conditions shall supersede any provisions, terms and conditions contained on any purchase agreement, confirmation, or other writing. Clients may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Adventure Enablers makes no representations or warranties concerning services except such as are expressly contained herein, and these terms may not be changed or modified orally.

#### **4.2 Applicable Law and Venue**

This Agreement is governed by the laws of the State of Virginia, and legal disputes will be resolved in Warren County, Virginia. The prevailing party in a legal proceeding may be entitled to reasonable attorney fees, court costs, expert witness fees, and related litigation expenses.

#### **4.3 Acceptance of Contract**

Clients have 30 days to review the contract, and verbal acceptance is required within this period. A signed Agreement is necessary to reserve a date.

#### **4.4 Payment Terms**

The balance is due 14 days after the event. Failure to pay may result in service suspension, and overdue payments may accrue interest. A 3% service fee may be added for credit card transactions.

#### **4.5 Credit and Collection**

Unpaid balances may incur a 1.5% monthly charge, and expenses related to collecting unpaid balances will be added to the amount owed.

#### **4.6 Event Cancellation**

Adventure Enablers is not responsible for event cancellations due to acts of God. Charges will be based on the race minimum or the number of registered participants, whichever is greater.

#### **4.7 Delays**

Service delays due to factors beyond Adventure Enablers' control are not the company's liability.

#### **4.8 Limitation of Liability**

Adventure Enablers is not liable for incidental or consequential damages, including loss of income or profit.

### **5. Agreement**

By accepting the digital service proposal, the client agrees to the terms and conditions. This acceptance asserts that the signer is authorized to execute a legally binding agreement on behalf of the client organization, making this document a legally binding agreement.

### **6. Acceptance**

Client acceptance of the digital service proposal affirms agreement to these terms and conditions and the authorization to execute a legally binding agreement on behalf of the client organization.