

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 ePunch Services

For ePunch activities associated with the Event, Adventure Enablers will be responsible for the following:

- Providing SI Cards and control stations to support 50 unique checkpoint locations.
- Ensuring all relevant information about each of the courses is correct in the timing platform.
- Ensuring all information about the participants is up-to-date and correct in the timing platform.
- Providing all hardware and software for timing including SI Cards, control stations, download stations, and Web portal for results.
- Ensuring all relevant information about each of the courses is correct in the timing platform.
- Ensuring all information about the participants is up-to-date and correct in the timing platform.
- Ensuring that SI Cards are labeled so that they can be assigned to the correct participants. Trackers will be labeled by bib number and must be distributed to the correct participant by the race organization. (If on-site services are retained, SI card distribution and collection will be handled by Adventure Enablers)
- Providing results for awards during on-site ceremonies. Race award breakdown must be provided 1 week prior to the event by the Event Organizer.
- Having results available after the last finisher.
- Formatting results for Awards List and Overall Finisher List.
- Being available for a pre-race meeting and coordination via phone 1 week prior to the event.
- Being available to answer questions via phone and provide support-related tracking issues 1 week post-event.

The event organizer is responsible for:

- Providing a list of participants.
- Providing GPX file or KML file of race route and checkpoints.
- Setting and collecting controls. Controls will be shipped to the event organizer 14 days prior to the event start date. Controls must be collected and returned no later than 14 days post-event.
- Providing all other activities related to producing the event.
- Providing backup and safety support in addition to the alert call button feature available on the trackers.
- Returning trackers to Adventure Enablers within 14 days of the event ending.

2.2 GPS Tracking Services

For GPS tracking activities, Adventure Enablers is responsible for:

- Ensuring online and physical resources for GPS tracking are available.
- Supplying all necessary hardware and software, including tracking devices, charging cables, waterproof cases, and a web portal for tracking.
- Verifying the accuracy of course information and participant details on the tracking platform.

- Reviewing course coverage and ensuring reliable tracking services through cellular connectivity.
- Labeling trackers with bib numbers for the correct assignment to participants (managed by Adventure Enablers if on-site services are retained).
- Collaborating with the event team to ensure smooth event operations.
- Providing a live web tracking portal.
- Being available for pre-race coordination via phone one week before the event.
- Offering post-event support and addressing tracking-related issues via phone one week after the event.
- Configuring tracking intervals to optimize timing accuracy and battery life.
- Providing all items listed in Appendix A - Tracking Terms and Conditions.
- Ensuring proper charging and configuration of trackers before sending them to the event organizer.
- Monitoring the tracking platform during the event and promptly notifying event organizers of any tracker issues.

2.3 Event Organizer Responsibilities

The event organizer is responsible for:

- Providing a participant list.
- Supplying GPX or KML files for the race route and checkpoints.
- Optionally, providing branding and leaderboard content at least seven days before the event.
- Ensuring trackers are powered on and distributed to the correct participants (on-site services managed by Adventure Enablers if retained).
- Managing charging and replacing trackers in case of battery or technical issues during the event (managed by Adventure Enablers if on-site services are retained).
- Providing backup and safety support, including using the alert call button feature on the trackers.
- Returning trackers to Adventure Enablers within four days after the event.
- Overseeing all other event-related activities.
- Adhering to all items in Appendix A - Tracking Terms and Conditions.

3. Pricing

Pricing details are provided in the service proposal and additional pricing can be found in Appendix A. Event organizers will be charged based on the quantity of rented trackers at the time of the engagement.

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.

Appendix A - Tracking Terms and Conditions

- Trackers are the responsibility of the renter, including trial loans.
- Adventure Enablers is responsible for trackers sent to an event until delivery is signed.
- The renter is responsible for trackers until their return to Adventure Enablers.
- Adventure Enablers does not provide insurance for the trackers.
- The price for a replacement tracker is \$150.
- The price for a replacement SI Card is \$75
- The price for a replacement SI control is \$150
- Trackers should be returned immediately post-event, with late fees if not returned within four days.
- Delays or failures in mobile operator services are beyond Adventure Enablers' control.
- Internet connectivity for tracking services is subject to the availability and reliability of Wi-Fi or broadband services.
- Adventure Enablers makes its best effort to ensure 99.9% uptime of web services, but relies on third-party providers.
- The SOS button on trackers may require a mobile signal and should not be solely relied upon.
- Adventure Enablers only entertains inquiries on tracker position data from event officials or emergency services.
- Trackers provided by Adventure Enablers are only for transparent tracking with participants' full awareness.
- The use of tracking devices and the Adventure Enablers portal indemnifies Adventure Enablers from any claims related to equipment or service use.