

2024 ATM Virtual Race Waivers and Policies

ARMY TEN-MILER (ATM) VIRTUAL EVENTS LIABILITY & PUBLICITY RELEASE:

I know that running in an event that is organized as a virtual activity where I run on my own, at a date and time of my choosing, but between the dates of October 13 and December 31, 2024, in a location and running route of my choosing, which will not have any support or security measures in place by the Army Ten-Miler, Military District of Washington, 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 this event, and am in good health, and am properly trained. I further agree to abide by the Center for Disease Control's (CDC) recommendations 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 attest that if my community has a shelter in place order, that I will only participate in the virtual event by using a personal treadmill, and I will not run outside in the community during the duration of a shelter in place order. I agree to follow all pedestrian safety ordinances including running on a sidewalk where available and not on 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 a race official 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 having read the rules of the virtual race scheduled for October 13 to December 31, 2023, 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 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.

I, intending to be legally bound, do hereby, for myself, my heirs, executors, and assigns, waive, release and forever discharge any and all rights and claims for damages that I may have or which may hereinafter accrue to me against the U.S. Army, the Military District of Washington, the Army Ten-Miler Fund, its agents, officers, employees, sponsors, their representatives or successors arising out of my association with or participation in the Army Ten-Miler Events. I know that participating in a road race is a potentially hazardous activity and that I should not enter and participate unless I am medically able and properly trained. I understand that I do not need a physical examination to qualify to run the Army Ten-Miler Events and that I participate at my own risk. I assume all risks associated with running in this race including, but not limited to, falls, contact with other participants, the effects of the weather, the effects and impact of the pandemic/epidemic, traffic, the conditions of the road, and the danger of injury or even death, all such risks being known and appreciated by me.

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 the Army Ten-Miler Race Events and the U.S. Army, Military District of Washington, the city of Fort McNair, Washington, DC, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to run 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 in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is canceled before or during the event.

I understand that any and all additional fees incurred by me while transferring to another registration category and/or changing registration categories and events will not be refunded.

Information is solicited in accordance with DOD and Army Privacy Programs (32CFR 310;505). Information provided will be compiled and utilized for purposes of administering, scoring, and promoting the annual Army Ten-Miler Events. Occasionally, the Army Ten-Miler Events mailing list is provided to sponsors for legitimate business purposes such as runner photo proofs. *I hereby grant the Army Ten-Miler and its sponsors full use of all information submitted in my application. I release rights to all photographic material, motion pictures, recordings, video, audio, social posts and any other record of this event to the foregoing to be used for legitimate purposes without any obligation or compensation to me.

All persons under 18 years of age, unless emancipated, must have the written consent of a parent or legal guardian to compete in the Army Ten-Miler Events. I, the undersigned parent or guardian, hereby consent to the applicant's participation and waive and release all rights and claims for damages as is more fully set forth above.

I understand that the Army Ten-Miler Race reserves the right to reject any entry.

ATM VIRTUAL RACE REFUND POLICY: NO REFUNDS AND NO DEFERRALS.

Security Policy: In the event of any security policy change, there will be no refunds or deferrals.

Refund Policy: I understand that if I do not participate in this race and its associated events (i.e. Pasta Dinner and others) or if this race and its associated events cannot be held because of an act of God or circumstances beyond the Army Ten-Miler Fund's control - i.e. weather delays and impact, pandemic and impact, civil unrest, government restrictions, government shutdowns, or unforeseen commercial delays - any expenses incurred or entry fees and processing fees paid by me to participate will not be refunded. There are no deferrals.