

# **ARBITRATION AGREEMENT**

**SCOPE OF ARBITRATION AGREEMENT.** I and Rock 'n' Roll Running Series ("Organizer") agree that any dispute or claim, liability, suit, or expense (including attorneys' fees and costs) (collectively referred to in this Arbitration Agreement as "Claim" or "Claims") between me and Organizer, or my or Organizer's respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, arising out of, relating to or in connection with the Agreement Re: Acknowledgment and Assumption of Risks, Release and Indemnity, and General Terms (the "Waiver & General Terms"), my enrollment or participation in the Activities (as such term is defined in the Waiver & General Terms), or any other aspect of my relationship with Organizer shall be resolved through binding individual arbitration. However, any dispute or claim arising out of bodily injury or death will not be subject to this Arbitration Agreement. In addition, and with respect to applicable Activity, any dispute arising out of the Anti-Doping Program or an asserted violation of the Anti-Doping Rules (as those terms are defined in the Anti-Doping Agreement and Waiver), will not be subject to this Arbitration Agreement and will instead be resolved exclusively under the Dispute Resolution section of such Anti-Doping Agreement and Waiver. To the fullest extent permitted by applicable law, either you or Organizer may elect that an individual claim that is otherwise subject to arbitration be decided in small claims court, as long as it is brought and maintained as an individualized claim and it is within the scope of such small claims court's jurisdiction and is not removed or appealed de novo to a court of general jurisdiction. If so, the claim shall be arbitrated. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, shall be decided by a court and not an arbitrator. For purposes of this Arbitration Agreement, the terms "I," "me," "my," "you," and/or "Participant," refer to the adult participant (those 18 years of age or older), or if the participant has not attained the legal age of majority, the participant's legal guardian, and further the terms "I," "me," "my," "you," "Participant", "Organizer," "party," and "parties" include their respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents. Resolving your dispute with Organizer means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **I AGREE THAT BY ENTERING INTO THIS AGREEMENT, I AND ORGANIZER EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

**COMMENCING ARBITRATION.** I and Organizer agree that a party may commence an arbitration proceeding only if the parties do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

- **Pre-Arbitration Notice of Dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute ("Notice") to the other party. The Notice to Organizer should be addressed to: Attention: Chief Legal Officer / Notice of Dispute, 3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100, Tampa, Florida 33607. The Notice must include all of the following: (1) the claimant's name, telephone number, and e-mail address; (2) the nature or basis of the dispute or claim; and (3) the specific relief sought.
- **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute ("**Informal Settlement Conference**"). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference, which can be after the 60-day period. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Organizer agree in writing. Any counsel representing either party may also participate. Any applicable statute of limitations or contractual limitations period will be tolled for the claims and relief set forth in a Notice during the period between the date that either party sends the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference (the "**Informal Resolution Period**"). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed except as permitted by the standards of Federal Rule of Evidence 408 and similar state restrictions on disclosure of settlement or mediation communications.
- **Enforcement of Pre-Arbitration Requirements.** A court will have the authority to enforce this Commencing Arbitration section, including the power to enjoin the filing or prosecution of an arbitration if the party commencing the arbitration does not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference.

**ARBITRATION PROCEDURES AND COSTS.** Arbitration shall be conducted by the American Arbitration Association ("**AAA**") pursuant to its Consumer Arbitration Rules ("**AAA Rules**"), as modified by this Arbitration Agreement. The AAA Rules are available on AAA's website at [www.adr.org](http://www.adr.org). If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place either virtually or in the county where the Activities took place, whichever you prefer. Payment of all filing, administrative, arbitrator, case-management, and hearing fees will be governed by the AAA Rules, but if you inform Organizer that you cannot afford to pay your share of the fees, Organizer will consider advancing those fees on your behalf, and, if Organizer deems appropriate or if Organizer is required by applicable law, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional fees and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Organizer to pay those fees and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA Rules shall govern the allocation of arbitration fees, and you agree to reimburse Organizer for any amounts Organizer may have paid on your behalf.

**WAIVER OF CLASS AND REPRESENTATIVE ACTIONS.** All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, the arbitrator's rulings or any relief granted must be individualized to the claimant and shall not apply to or affect any other participant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. I and Organizer agree each may bring claims against the other in arbitration only in our respective individual capacities. **In so doing I and Organizer hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

**OTHER ARBITRATION AGREEMENT TERMS.** This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law, as well as Florida law to the extent not preempted by federal law. The arbitrator will apply Florida substantive law and any applicable federal law in resolving the parties' dispute or claims, without regard to choice of law principles. Except as set forth above in the Waiver Of Class And Representative Actions, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the

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remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

I have carefully read, understand, and agree to voluntarily sign this Arbitration Agreement and understand that by doing so I am entering into a legally binding contract with Organizer. I acknowledge that this Arbitration Agreement will be effective and legally binding upon me (and if I am a Participant's legal guardian, such Participant), and my/Participant's spouse, children and other family members, and my/participant's heirs, executors, representatives, subrogors and estate. Participant (or Participant's legal guardian) must complete all information and sign this Arbitration Agreement.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
PARTICIPANT AGE AND BIRTHDATE

\_\_\_\_\_  
PARENT/ GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARENT/GUARDIAN

\_\_\_\_\_  
BIB NUMBER