

Rankin Running RRC – Terms & Conditions, effective July 12, 2022

The Rankin Running RRC (RRC) website is owned and operated by HĒLĒ Marketing LLC dba Rankin Running RRC (RRC). Our site and is offered to users conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (TERMS). Your use of our website and participation in our RRC constitutes your agreement to all such TERMS. Please read these TERMS carefully, and keep a copy for your reference.

The RRC website may contain links to other sites. Please be aware that RRC is not responsible for the privacy practices of other websites. We encourage our users to take appropriate precautions when leaving our website and to read the privacy statements of each and every website that collects personally identifiable information. The RRC privacy statement applies solely to information collected by the RRC.

Membership Registration

In order to become a member of the RRC, interested parties must first complete a membership registration form, via paper format, online format, or other format acceptable by RRC. During registration an applicant is required to give contact information such as name, address, phone number, and e-mail address for all households involved in RRC or management of an RRC event. For members seeking RRC or event membership status, this information is used to verify adequate insurance coverage for RRC and events and to create a membership database so we may contact members about topics pertaining to the Road Runners Club of America (RRCA). For RRC and event memberships, the RRCA captures and maintains information about the official representative of an organization, including name, email, mailing address, as well as information about the organization. All information is required unless otherwise stated on the membership form. This privacy policy governs both members who apply online or otherwise. Individual members that are not directly a member of RRC or event are required to give information such as name, address, phone number, and e-mail address. This information is used to create our membership database so we may contact members about topics pertaining to the RRC. Information is maintained in the RRC's database.

Individuals that are no longer the official representative of their organization, may request to be permanently deleted from the RRCA database by providing a signed affidavit verifying their identity and requesting that their personal information be permanently deleted from the RRCA's membership database and email database account or any other online accounts the RRCA may use to contact or store specific information about the individual. The request and affidavit verifying identity should be mailed or email to membership@rrca.org.

MEMBER(S) of RRC are those who have properly filled out our membership registration form, provided by RRC on our website or in physical format, which is properly executed by a Director or Manager or RRC, along with any payment required for membership in the RRC. Part of the membership registration process is the acceptance of all TERMS association with the RRC, as well as agreement by all parties to adhere to all Guidelines set forth by RRC, including but not limited to: Safe Group Run Guidelines and any other local rules or Guidelines recommended by RRC.

Part of RRC and its TERMS may be to offer a card based on the HĒLĒ Network (CARD), which is typically available for purchase on our website and/or via fundraisers or sponsor organizations, and may be offered as a physical card or digital version, as determined in the sole discretion of RRC. Users should treat the CARD as they would cash. If a CARD is lost or stolen, or used without permission, the CARD cannot be replace or any value (if any) replenished. The CARD is not transferable or redeemable for cash. Use of the CARD constitutes acceptance of our TERMS, as well as any terms and conditions set forth by HĒLĒ Marketing. The CARD may offer discounts, rewards, or other benefits to user as indicated by our published list of participating businesses.

RRC makes every reasonable effort to properly update our site with an accurate list of participating businesses/locations (MERCHANT), with accurate discounts, rewards, or other offers. RRC and/or HĒLĒ may engage with businesses/locations to honor the CARD for our users. However, RRC is not responsible for any errors, omissions related to the list of benefits and/or MERCHANTS, or for a MERCHANT'S denial of benefit or services related to the CARD. Should you determine that MERCHANT information on our site is inaccurate or you did not receive a proper benefit from your use or attempted use of the CARD, please feel free to notify RRC of such via email: Run@RankinRunningClub.com

CARD may not be valid or used in combination with other sales, offers, or promotions, and other restrictions may apply, as determined by RRC and MERCHANT.

Refund Policy

Full refund of any membership fee paid, if not totally satisfied within the first 30 (thirty) days of purchase, minus \$18 (eighteen dollars) for any RRC t-shirt already provided to member. Refunds will be processed within 7 (seven) business days of written and accepted cancellation, by HĒLĒ Marketing LLC, 1490 W Government St #7-286, Brandon MS 39042. To schedule a refund please respond via email, Run@RankinRunningClub.com.

Electronic Communications

Visiting an RRC website or sending emails to RRC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the site, satisfy any legal requirement that such communications be in writing.

RRC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use an RRC website only with permission of a parent or guardian.

Links to third party sites/Third party services

Any RRC website may contain links to other websites (Linked Sites). The Linked Sites may not be under the control of RRC and RRC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. RRC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RRC of the site or any association with its operators.

Certain services made available via an RRC website are delivered by third party sites and organizations. By using any product, service or functionality originating from domain, you hereby acknowledge and consent that RRC may share such information and data with any third party with whom RRC has a contractual relationship to provide the requested product, service or functionality on behalf of RRC users and customers.

Use with HĒLĒ Rewards

User may also receive benefits from the CARD as it relates to HĒLĒ Rewards (HĒLĒ), which is a product or service from HĒLĒ Marketing LLC. Any rewards or use of our CARD related to HĒLĒ Rewards are subject to the terms and conditions related to HĒLĒ and are available for view at <https://helerewards.com/terms> Use of CARD related to benefits and/or rewards from HĒLĒ constitute acceptance of the terms and conditions from HĒLĒ, available on the HĒLĒ website.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use any RRC website strictly in accordance with these TERMS. As a condition of your use of the site, you warrant to RRC that you will not use the site for any purpose that is unlawful or prohibited by these TERMS. You may not use the site in any manner which could damage, disable, overburden, or impair the site or interfere with any other party's use

and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site.

All content included as part of RRC services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the site, is the property of RRC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the site. Data mining or scraping of content from our site is prohibited. RRC content is not for resale. Your use of the site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of RRC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of RRC or our licensors except as expressly authorized by these Terms.

Use of communication services

The site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

RRC has no obligation to monitor the Communication Services. However, RRC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. RRC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

RRC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RRC's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. RRC does not control or endorse the content, messages or information found in any Communication Service and, therefore, RRC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized RRC spokespersons, and their views do not necessarily reflect those of RRC.

Materials provided to <https://rankinrunningRRC.com/> or posted on any RRC web page

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

RRC does not claim ownership of the materials you provide to <https://rankinrunningclub.com/> (including feedback and suggestions) or post, upload, input or submit to any RRC site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting RRC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. RRC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in RRC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You may be able to connect your RRC account to third party accounts. By connecting your RRC account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

Our services are controlled, operated and administered by RRC from our offices within the USA. If you access our services from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the RRC Content accessed through an RRC website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

RRC Member and/or Participant Waiver of Liability

All members of RRC must sign our RRC's Member Waiver of Liability document annually, upon membership to our RRC as well as each year at renewal of such. The following verbiage, in italics, make up our Waiver.

ATHLETE'S ASSUMPTION OF RISK, WAIVER, RELEASE, HOLD HARMLESS & COVENANT NOT TO SUE ("Waiver"):

IT IS IMPORTANT THAT YOU READ THIS WAIVER. THIS WAIVER AFFECTS YOUR LEGAL RIGHTS AND INCLUDES A RELEASE OF LIABILITY AND RELEASE OF YOUR RIGHT TO SUE. SEEK ADVICE OF AN ATTORNEY IF YOU ARE UNSURE AS TO ITS EFFECTS.

For and in consideration of the Rankin Running RRC ("RRC"), which is owned by HēLē Marketing, LLC, allowing me, the undersigned, to participate in this event (the "Event"), I, intending to be legally bound, hereby, for myself, my family, my heirs, executors, administrators and anyone entitled to act on my behalf, fully and

forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties (defined below) from any and all liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expenses (including court costs and attorneys' fees) ("Loss") of any kind whether foreseen or unforeseen, known or unknown, (including but not limited to death, injury or property damage of any kind and nature whatsoever) which may arise out of, result from or relate in any way to my participation in this Event or Event-related activities, even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for a Loss against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Loss which may be incurred by it as the result of such claim, except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Party.

The "Released Parties" means RRC, Road Runners Club of America, Incorporated; all cities, counties, states, other political subdivisions, property owners, property lessees, property operators and all others at or on whose facility, venue or property the Event, segments of the Event or Event-related activities (including but not limited to expos, registration, packet pickups, practice runs and social events) are held; all promoting, sponsoring and co-sponsoring entities and persons related to the Event and Event-related activities; RRC committee persons; RRC Event, race, meet and program directors, Event personnel & volunteers; any and all municipal and other political agencies whose property and/or personnel are used or in any way assist; together with all owners, members, directors, officers, managers, agents, employees, contractors, representatives, affiliates, successors and assigns of each of the foregoing.

I understand and acknowledge that participation in athletic events is a potentially hazardous activity. I hereby assume all risks of loss(es), damage(s), injury(ies), or even death that may be sustained while participating in this Event and Event-related activities which include, but are not limited to, falls, contact with other participants, animals and natural & man-made objects, effects of weather (including high heat and/or humidity, cold, snow and ice), traffic and other road hazards and conditions, damage to equipment/property, broken bones, disability and death, all such risks being known and appreciated by me. I am fully aware of the risks and hazards inherent in participating in the Event and Event-related activities and hereby elect to voluntarily participate understanding those risks. I represent and warrant that I am in good physical condition and that I am properly trained to participate in the Event and Event-related activities. I also represent and warrant that (a) I do not have any condition or diseases that would make my participation dangerous or ill-advised and (b) I have consulted with my physician prior to participation. I am responsible for my own safety and well-being at all times and under all circumstances, however, I shall abide by any decision of the Event's medical official(s) relative to my ability to safely continue or complete the Event or Event-related activities. I hereby grant to the Event's medical official(s) access to all medical records (and physicians) as needed and authorize medical treatment as needed, however, I do have the right to refuse medical care provided by the Event's medical officials. I assume responsibility for and shall pay any and all medical & emergency expenses (including, but not limited to, ambulance transport, hospital stays, physician and pharmaceutical goods and services) in the event of an accident, illness or other incapacity incurred as a result of training for or participating in the Event or Event-related activities regardless of whether I have authorized such expenses.

I acknowledge and agree that I am not entitled to a refund, exchange, transfer or rollover for any reason should I become unable to participate in the Event or if the Event is delayed, suspended or cancelled due to weather or any other reason. I further acknowledge and agree that RRC may, for any reason and in its sole discretion, regulate, suspend or revoke my participation in the Event or delay, suspend or cancel the Event. I will promptly abide by any and all decisions and directions of RRC, Event officials and emergency personnel including immediately ceasing participation in the Event if directed to do so. Further, I agree and acknowledge that I am personally responsible for seeking shelter in the case of inclement weather regardless of being informed to do so by RRC, Event officials or emergency personnel.

I understand that the use of headphones and other personal music devices is strongly discouraged at RRC events and that RRC encourages a headphone-free environment for the safety of all participants during RRC events. I understand that no skateboards, roller skates, roller blades, in-line skates, baby strollers or joggers, dogs or other animals (except for service animals) are allowed on the course and, unless I receive prior written authorization from the executive director of RRC, I will comply and abide by these and all other rules and regulations established for the Event.

Further, I hereby grant to RRC and its directors, employees, contractors and agents full permission to and hereby authorized by them to use my name, likeness, biographical information and athletic performance and to take and use any photographs, digital images, renderings videotapes, video or audio recording, or any other record of me participating in this Event or Event-related activities for any purpose at any time without compensation.

The validity, interpretation and legal effect of this Waiver shall be governed by the laws of the State of Mississippi. Any action regarding the Event will be brought in Mississippi courts (state or federal) sitting in Rankin County and not elsewhere. If any provision of this Waiver is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Waiver will remain in full force and effect.

Parent or Guardian waiver for participants who are minor: I represent that I have full legal authority as a parent or a natural or legal guardian of the minor participant to bind the minor participant to this Waiver. If the participant is a minor, then I, for myself, and on behalf of the minor participant, and the minor's participant's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following: (a) this Waiver is made both on my behalf and the behalf of the minor participant, (b) all the releases, waivers, promises, assumptions of risk and other terms herein are binding on myself and the minor participant, (c) I grant permission for the minor participant to participate in the Event and any Event-related activities, (d) I fully and forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties for any Loss, to the same extent as set forth above, caused in whole or part by the minor participant's participation in the Event or Event-related activities even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct, and (e) if the minor participant or anyone on the minor participant's behalf makes a claim for a Loss against any of the Released Parties, I agree to save and hold harmless, defend and indemnify each of the Released Parties from any such Loss whatsoever which may be incurred by or imposed upon said Released Parties as a result of the claim (except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Party) or because of any defect in or lack of capacity to act and release the Released Parties on behalf of the minor.

I warrant that I (or my parent, natural guardian or legal guardian, if I am under the age of 18) am of legal age and competent to enter into this Waiver.

IMPORTANT: DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

I HAVE READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY AND INTENTIONALLY AND VOLUNTARILY SIGN IT.

Participant Name

Date

Participant Signature

Parent or Guardian Signature (if Participant is under 18)

Member Code of Conduct Policy

On occasions, RRC finds themselves faced with difficult members that create extreme problems for RRC. These problems often include creating a hostile environment for other members due to unwanted physical or sexual contact, verbal abuse, racial or ethnic slurs, and more. While the need to remove RRC members is rare, it has happened on occasion due to inappropriate behavior.

RRCs are encouraged to adopt a Member Code of Conduct to outline expected behavior for all members when participating in organized RRC runs, events, business, or social functions. The code should also outline what members should do if they feel that another member has violated the policy.

The following outlines basic points to include in a policy:

Always show respect your fellow RRC members at all times;

Always show respect and appreciation for the volunteers who give their time to help the RRC and/or event(s);

Never yell, taunt, or threaten physical violence upon another member of the RRC, a volunteer or event spectator (Members with a criminal history of violence or with a legal restraining order against them by another member may be barred from membership and participation in all RRC activities);

Never use abusive or vulgar language, or make racial, ethnic or gender-related slurs or derogatory comments at RRC events;

Never make unwanted sexual or physical contact with other members (Members found to be listed on a sex offender registry, convicted of a sex crime, or caught having, creating, or distributing child pornography will be immediately barred from membership and all participation in RRC activities.);

Always abide by race rules and engage in fair competition, which includes anti-doping compliance, no course cutting, or other means of gaining a competitive advantage that is considered cheating when participating in RRC races or other races where you may represent the RRC by wearing a RRC-branded singlet, shirt, uniform, etc.

Always report violations of the Member Code of Conduct policy to RRC in writing.

Your RRC might have other points to consider. The goal of the Code is not to create a draconian behavior policy, but a baseline of behavior expectations so your RRC leaders can address behavior(s) that “cross the line.”

Your Code should outline the procedure for reporting violations, and the RRC’s course of action for addressing complaints.

If a complaint is founded, and depending on the severity of the violation, the RRC may want to consult with a local attorney and/or local law enforcement to determine a course of action. Working with local law enforcement is the best option if the complaint relates to unwanted sexual or physical contact with other members, especially minors.

If the Code violation seems like a minor issue, such as a complaint of foul language, RRC may follow a plan of action similar to addressing behavior issues in an employment situation:

Discuss the issue with the offending member and give them a verbal warning. Be sure to document the warning.

If the problem persists, give the person a written warning that outlines how another complaint will result in loss of membership, and that they will be barred from participating in RRC activities.

In the most extreme case, RRC may need to consider pursuing a restraining order to address the behavior of a barred member.

Event Registration

In order to register for an event hosted by the RRCA through the RRCA website, an individual is required to give contact information such as name, address, phone number, and e-mail address, as well as other information about him or her, including, but not limited to age, sex, qualifying mark(s), etc. The RRCA uses both MemberSuite and on occasion RunSignUp.com for all event registration. You can review the RunSignUp.com privacy policy here. RRC may also use RunSignUp.com for its registrations, events, and membership database.

Newsletters

If a user subscribes to our newsletter(s), print or digital, we ask for contact information such as name, address, and e-mail address. This contact information is managed by RRC according to its privacy policy. RRC may use MailChimp, its own CRM, RunSignUp.com or another acceptable email database to house our email list and for sending emails to our email subscribers, members, and other contacts that we have legally obtained. The RRCA does not sell its email list to third parties. All recipients of the emailed newsletter may unsubscribe using the feature offered by our provider, or by contacting RRC directly.

Contests and Surveys

From time to time, we may request information from users via surveys or contests. Participation in these contests or surveys is completely voluntary, and thus the user has a choice about whether or not to disclose the information requested. Information requested may include contact information (such as name and address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the operations of RRC. Information from these contests and surveys may be combined with other information we have about you.

Indemnification

You agree to indemnify, defend and hold harmless RRC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the site, services, CARD, or any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. RRC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with RRC in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RRC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

RRC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. RRC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS,

SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RRC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RRC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

RRC reserves the right, in its sole discretion, to terminate your access to an RRC website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Mississippi and you hereby consent to the exclusive jurisdiction and venue of courts in Rankin County Mississippi in all disputes arising out of or relating to the use of an RRC website. Use of an RRC website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and RRC as a result of this agreement or use of the site. RRC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of RRC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by RRC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and RRC with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and RRC with respect to the site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

RRC reserves the right to change these TERMS from time to time as it sees fit and your continued use of the site and/or our services will signify your acceptance of any adjustment to these TERMS. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. Any changes to our privacy policy and/or TERMS will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

RRC reserves the right, in its sole discretion, to change the TERMS under which <https://rankinrunningclub.com/> and/or its services are offered. The most current version of the TERMS will supersede all previous versions. RRC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

RRC welcomes your questions or comments regarding the TERMS:

HēLē Marketing LLC
1490 W Government St #7-286
Brandon MS 39042

Email: Run@RankinRunningRRC.com

Website (site): <https://rankinrunningRRC.com/>

Effective as of July 12th 2022