



ApexBenefits



Powered by the

The Lawrence Township School Foundation's (LTSF) **Up & Running program** is open to all students (of all ability levels) from 3rd grade up. The mission of *Up & Running* is to challenge students to experience the benefits of goal setting, character development, adult mentoring, and improved health by providing them with a true life-changing experience. The goal is to train and compete in a 5K run on **October 3, 2026**.

For students participating in the *Up & Running* program:

- Thanks to the Monumental Kids Movement, the fee to participate in the *Up & Running* program and the 5K Run is **\$5**, if the student participates in **at least 75%** of the *Up & Running* practices.
- Runners will commit to training two days a week after school with adult leaders (transportation is the responsibility of the parent/family).
- One additional day of cardio exercise is **required** during the week (on your own).
- The program is open to any student in Grade 3 or higher.
- Please send a water bottle and snack for your participant.
- The teacher and/or mentor has the final word in deciding whether you and your child(ren) have met these requirements.

If your child is interested in participating in the *Up & Running* program, please complete the Form and Waiver and have your student return the Form and Waiver along with **\$5 to the Up & Running coach or mentor by **August 28, 2026**. If you are writing a check for the fees, please make the check payable to: LTSF.**



Saturday, October 3, 2026

8:25am

Fort Harrison State Park

For **family members** who want to join in the fun with LTSF Up & Running participants, register using the link below

- <https://haku.ly/bbbe54d96c>



INDY HALF MARATHON AT FORT BEN 5K
REGISTRATION, WAIVER & PHOTO RELEASE
Please fill out and return to the program leader at your school.

First Name			Last Name		
Home Address					
City		State		Zip	
Parent/Guardian Name					
Parent/Guardian Email			Phone Number		
Name of School		Grade		Coach's Name	
Date of Birth			Gender		
Shirt Size (please circle one):					
Youth Sizing		Adult Sizing			
Youth S Youth M Youth L		XXS XS M L XL XXL 3XL			

Need Shoes for Up & Running? LTSF can provide gently used tennis shoes at no cost, donated by our new shoe partner, Changing Footprints. Sizes and availability are limited; we will do our best to fulfill your request. Please select size and type:

Girls: Size 1-13 (including half sizes) _____	Women: Size 5-12 (including half sizes) _____
Boys: Size 1-13 (including half sizes) _____	Men: Size 7-15 (including half sizes) _____
Emergency Contact Name (if different than above)	
Emergency Contact Number (if different than above)	

I am the parent or legal guardian of the student named above. I give permission for my child to participate in Up & Running, a six-week school-based running and physical activity program offered by the Lawrence Township School Foundation ("LTSF"), in collaboration with the Metropolitan School District of Lawrence Township ("MSDLT"). The program includes supervised warm-ups, stretching, walking, running, conditioning exercises, games, practices, and related activities conducted at or near my child's elementary school. This permission applies only to the six-week Up & Running program.

I understand that participation is voluntary and that running and other physical activities involve inherent and foreseeable risks. These may include falls, contact with other participants or objects, changing surfaces, weather conditions, overexertion, dehydration, sprains, strains, fractures, other injuries, medical emergencies, and, in rare circumstances, serious injury, disability, or death. I accept these risks on behalf of my child and agree that my child will follow all program rules and safety instructions.

In consideration for my child being permitted to participate, I, individually and on behalf of my child, release and discharge LTSF, MSDLT, the participating schools, and their respective board members, officers, employees, agents, coaches, volunteers, sponsors, partners, and representatives ("Released Parties") from claims arising from my child's participation in the program.

TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, THIS RELEASE INCLUDES CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY. It does not apply to gross negligence; reckless, willful, or wanton misconduct; intentional misconduct; or liability that cannot legally be waived.

PHOTO, VIDEO, AND MEDIA PERMISSION: By signing below, I also authorize LTSF and MSDLT to photograph, video record, or audio record my child during Up & Running activities. I authorize the use of my child's image, likeness, voice, first name, school, and grade in LTSF or MSDLT educational, informational, fundraising, community-awareness, and promotional materials. These materials may include websites, social media, newsletters, annual reports, presentations, videos, printed materials, advertisements, and news releases.

I understand that I will not receive compensation, that published materials may be publicly accessible or shared by others, and that I will not have the right to inspect or approve the finished materials. My child's full name, contact information, or other sensitive personal information will not be published without separate permission. By signing below, I confirm that I am authorized to provide this permission and that I have read and understand this agreement.

Signature of Parent or Guardian _____ Date _____

#BEMONUMENTAL

**PARTICIPATION WAIVER AND RELEASE
OF LIABILITY AND PUBLICITY AND AGREEMENT TO INDEMNIFY ("AGREEMENT") for the Beyond Monumental 5K**

I. Acknowledgement of Risk – Participants. I acknowledge and agree that running and walking a road race is a potentially hazardous activity. I also understand that I should not enter into any of the road races, challenges or other events created, conducted and/or operated by Beyond Monumental, whether in-person or virtual, and including, without limitation, the CNO Financial Indianapolis Monumental Marathon, the CNO Financial Indianapolis Monumental Half Marathon, the CNO Financial Indianapolis Monumental Marathon 5K, the Monumental Kids Fun Run, the Indianapolis 5K & Monumental Mile, the Apex Benefits Monumental Kids 5K, the Indy Half Marathon at Fort Ben, the Indy Half Marathon at Fort Ben 10K, 5K and Kids One Mile Run (each hereinafter defined as an "Event," and collectively, the "Events") or related activities unless I am medically able and properly trained. I further acknowledge and agree that my participation in any of the Events is entirely my responsibility. In consideration of Beyond Monumental allowing me to participate in any such Events, I expressly and voluntarily assume responsibility for all risk of personal injury, illness, death, damages of any kind physical or personal, or loss I may sustain related to the Events or any such personal injury, illness, death or loss associated in any way with the Events, even if such personal injury, illness, death, damages of any kind physical or personal, or loss is caused, in whole or in part, by the negligence or gross negligence of any of the Released Parties (defined below). For purposes of this Agreement, the term "loss" shall mean all damages, losses, costs, and injuries or illnesses of every kind and character, including, but not limited to, all economic damages, physical or property damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment. I understand that I am liable for any injury, illness or damage caused, or claimed to be caused, by my participation in the Events.

II. Acknowledgement of Risk – Volunteers. As a volunteer for Beyond Monumental, I acknowledge and agree that some volunteer activities may be potentially hazardous. I also understand that I should not enter into any volunteer activities created, conducted and/or operated by Beyond Monumental (all volunteer activities, including the activities defined as the "Events" above in Article I are hereafter collectively referred to as "Events") unless I am medically able. I further acknowledge and agree that my participation as a volunteer for any of the Events is entirely my responsibility. In consideration of Beyond Monumental allowing me to volunteer for any such Events, I expressly and voluntarily assume responsibility for all risk of personal injury, illness, death, damages of any kind physical or personal, or loss I may sustain related to the Events or any such personal injury, illness, death or loss associated in any way with the Events, even if such personal injury, illness, death, damages of any kind physical or personal, or loss is caused, in whole or in part, by the negligence or gross negligence of any of the Released Parties (defined below). For purposes of this Agreement, the term "loss" is defined above in Article I. I understand that I am liable for any injury, illness or damage caused, or claimed to be caused, by my volunteering for the Events.

III. Acknowledgement of Grant of Rights. For additional good and valuable consideration, the receipt of which is hereby acknowledged, I, hereby irrevocably grant to Beyond Monumental and its designees, sponsors, successors and assigns, the absolute, unrestricted right and permission to record, film, photograph, videotape, copy, reproduce, adapt, edit, copyright, publish, exhibit, distribute, perform and otherwise exploit by any manner and in any and all media now known or hereafter devised throughout the world in perpetuity, my names, likenesses, images, photographs, appearances, voice, statements and testimonials (collectively, the "Appearances") in and in connection with my participation in the Events; the creation and use of marketing and promotional materials for publicizing, advertising, and promoting the Events (past, present and future Events); and the creation and use of marketing and promotional materials by Beyond Monumental's sponsors for publicizing, advertising and promoting such sponsors involvement with such Events and any of such sponsors related products or services (collectively, "Marketing Materials").

IV. Waiver of Approval of Materials. I hereby waive any right to inspect or approve the Marketing Materials or the uses of my Appearances in such Marketing Materials. Nothing herein shall constitute any obligation on Beyond Monumental or its designees or sponsors to make any use of my Appearances or the Marketing Materials or any of the rights set forth herein.

V. Acknowledgement of No Fee. I acknowledge and agree that no compensation, monetary or otherwise, has been promised to me or will be payable to me under any circumstances in connection with Beyond Monumental or its designees or sponsors' use of my Appearances or the Marketing Materials.

VI. General Release and Waiver of Liability. Recognizing Beyond Monumental's reliance upon the release of liability in this Agreement, and that Beyond Monumental and its sponsors are incurring considerable expenses based on the release of liability in this Agreement and the creation of the Marketing Materials, I hereby irrevocably release and agree to hold harmless and indemnify Beyond Monumental; all of its sponsors, including, without limitation, CNO Financial Group, Inc.; Beyond Monumental's and its sponsors' respective parent and subsidiary companies, licensees, successors and assigns, directors, officers, employees, attorneys, contractors and agents; race officials, workers and volunteers; the State of Indiana; and the City of Indianapolis, the City of Lawrence or other applicable municipality (the "Released Parties"); and the Lawton Loop HOA; from any and all claims, including monetary claims, that I or any person or entity on my behalf, now have or may ever have in connection my participation in the Events, my Appearances or Beyond Monumental's or its sponsors' use of the Marketing Materials. I acknowledge and agree that I shall not have any right to rescind or alter this Agreement or the terms hereof.

VII. Ownership of Materials. I acknowledge and agree that Beyond Monumental or its designees or sponsors are the sole, exclusive and perpetual owner of all my endeavors with respect to the Marketing Materials throughout the world. To the extent the Marketing Materials and/or the results and proceeds of my Appearances in the Marketing Materials are determined not to be a work made for hire for Beyond Monumental, its designees or sponsors, I hereby assign to Beyond Monumental, its designees or sponsors, as applicable, all right, title and interest in and to such Marketing Materials and any results and proceeds of my Appearances in the Marketing Materials together with all rights (including copyright and other proprietary rights) in and to such Marketing Materials throughout the world in perpetuity.

VIII. Governing Law. This Agreement has been entered into in the State of Indiana, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of Indiana. The Indiana courts (state and federal) shall have sole jurisdiction of any controversies regarding this Agreement, any action or other proceeding which involves such a controversy shall be brought in those courts, and not elsewhere. If any part of this Agreement, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties.

IX. Representations and Agreement to Terms and Conditions. I also represent that: (i) I have read this Agreement and have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (ii) I fully understand its contents and the waiver of legal rights contained herein; (iii) I am at least 18 years or older, and if I am not at least 18 years or older I have the permission of my parent or legal guardian to enter into this Agreement; (iv) I have the right to enter into this Agreement; and (v) I voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

X. Cancellation of Event. I understand the Events may be cancelled due to conditions outside the control of Beyond Monumental, for the safety and well-being of staff, participants, volunteers and the community, in the case of an act of God, war, fire, strike, government regulation, severe weather, civil unrest, pandemic or other severe outbreak of disease, bans on public gatherings, threat of terrorism, or other unforeseen circumstances that would make the Events non-viable, and, if so, I consent that I am not entitled to a refund or deferral once my registration is complete.

XI. Drug Testing; Event Rules. I also acknowledge and understand that any athletes that participate in the Events may be subject to formal drug testing in accordance with USATF and IAAF rules, in accordance with USOC, USADA, or IAAF procedures. Athletes found, after a disciplinary hearing, to test positive for prohibited substances, as defined by the WADA Code and/or IAAF, or who refuse to be tested, will be disqualified from the Events and may lose eligibility for future competitions. Any prize money payable to an athlete who has tested positive shall be withheld until the final disposition of all disciplinary proceedings. BEWARE: Some prescriptions, over the counter medications, and nutritional supplements may contain prohibited substances. Information regarding drugs and drug testing may be obtained by calling the USADA Reference Hotline at 1-800-233-0393, or www.usantidoping.org.

XII. Dog Wave Participants. Dogs must be appropriately leashed and under your control at all times. I acknowledge and agree my dog will be current on rabies & distemper shots as of the date of the Event. Beyond Monumental reserves the right to turn away any dog considered a threat to other dogs or participants.

PRIVACY POLICY

This website is a service of Beyond Monumental together with its parents, subsidiaries, affiliates, agents, vendors and licensees (collectively, "us", "we", or "our"). We have adopted this privacy policy ("Privacy Policy") to explain what information may be collected when you access the website www.beyondmonumental.org or any other website we place this Privacy Policy on (collectively, our "Website(s)"), access or your use of any of our social media networking pages, registration pages, profiles, and feeds (collectively, the "Services"), how we and others use this information, under what circumstances we may disclose the information to third parties, and the instances in which we may allow third parties to collect information directly. Depending on your activities when using or accessing our Website and/or Services you may from time-to-time be required to agree to additional terms and conditions.

This Privacy Policy applies regardless of whether you use our Website and/or Services via a computer, mobile device or other platform or equipment (collectively, your "Equipment"). This Privacy Policy also applies only to information we collect through our Services, including, without limitation, our Website and applications, and does not apply to our collection of information from other sources.

Modifications to this Privacy Policy

We generally keep this Privacy Policy posted on our Website. You should review this Privacy Policy frequently, as it may change from time to time without notice. Any changes will be effective immediately upon the posting of the revised Privacy Policy. WHEN YOU USE OUR SERVICES, YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, IMMEDIATELY STOP USING OUR SERVICES. Please note, however, that if we decide to use your personally identifiable information in a manner materially different than what is provided in this Privacy Policy or what we advised at the time it was collected, we will notify you of this change by e-mail to the last e-mail address provided to us through our Services. You will have a choice (by means of an "opt out" opportunity) as to whether or not we use your information in this different manner. In such case, we will use your personally identifiable information in accordance with the terms in place when the information was collected.

A. INFORMATION WE COLLECT

We typically collect two kinds of information about you when you use our Services: (a) information that you provide that personally identifies you; and (b) information that does not personally identify you, but that we automatically collect when you use our Services or that you provide us.

(1) Personally Identifiable Information: Our definition of personally identifiable information includes any information that may be used to specifically identify or contact you, such as your name, mail address, phone number, etc. As a general policy, we do not automatically collect your personally identifiable information when you visit our Website. In certain circumstances, we may request, allow or otherwise provide you an opportunity to submit your personally identifiable information in connection with a feature, program, promotion or some other aspect of our Services. For instance, you may: (a) provide your name, mail/shipping address, email address, credit card number and phone number when registering with our Services, including the use of our online store, or in connection with a contest entry; (b) provide certain demographic information about you (e.g., age, gender, purchase preference, usage frequency, etc.) when using our Services or participating in a survey, poll or joining a club; or (c) post a general comment and/or recommendation on our Website or through our Services. Certain information may not be personally identifiable when standing alone (e.g., your age), but may become so when combined with other information (e.g., your age and name). Whether or not you provide this information is your choice; however, in many instances this type of information is required to participate in the particular activity, realize a benefit we may offer, or gain access to certain content or features available through our Services.

(2) Non-Personal Information: Our definition of non-personal information is any information that does not personally identify you. Non-personal information can include certain personally identifiable information that has been de-identified; that is, information that has been rendered anonymous. We obtain non-personal information about you from information that you provide us, either separately or together with your personally identifiable information. We also automatically collect certain non-personal information from you when you access our Services with your Equipment. This information can include, among other things, your mobile device, other applications or software that you are using, wireless carrier, IP addresses, the type of browser you are using (e.g., Internet Explorer, Firefox, Safari, Opera, etc.), the websites you were on previously, the third party website from which your visit originated, the operating system you are using (e.g., Vista, Windows XP, Mac OS, Android, iPhone, etc.) on your Equipment, the domain name of your Internet service provider (e.g., CenturyLink, Google, Cox, AOL, etc.), the search terms you use on our Services, the specific web pages you visit, how much you use our Services, and the duration of your visits.

Location Information: When you use our Services, particularly our application(s), we may automatically collect certain Equipment (mobile device) specific information. This includes the general or specific location of your Equipment through GPS, Bluetooth or WiFi signals. Before we collect or send location-specific information, it is our practice to ask for your consent. In some instances, your operating system may not allow you to install an application without giving us consent. In all instances, you may withdraw your consent by disabling location features for your Equipment - the application will still work although certain location features may not function.

B. HOW WE USE & SHARE THE INFORMATION COLLECTED

(1) Personally Identifiable Information: The personally identifiable information you submit to us is generally used to carry out your requests, respond to your inquiries, better serve you, or in other ways naturally associated with the circumstances in which you provided the information. We may also use this information to later contact you for a variety of reasons, such as customer service, providing you promotional information for our products or those of our parent company, subsidiaries or other affiliated companies ("affiliated companies"), or to communicate with you about content or other information you have posted or shared with us via use of our Services.

In certain instances we may also share your personally identifiable information with third parties performing functions on our behalf (or on behalf of our affiliated companies) or accessing the Services (e.g., vendors that process credit card orders, deliver our merchandise, administer our promotions, provide us marketing or promotional assistance, analyze our data, assist us with customer service, etc.). These third parties agree to use this information, and we share information with them, only to carry out our

requests or provide Services. In addition, we may share your personally identifiable information with affiliated companies and participating sponsors of a race and/or marathon or promotion you enter via our Services, and with third parties who assist us in using the content or other information you have posted or shared with us via our Services (e.g., production companies we may use). Further, we may share your personally identifiable information with third parties such as our co-promotional and business partners and others with whom we have marketing or other relationships, including our sponsors who may advertise and market their products and services, and provide promotions and offers. Except as provided in this Privacy Policy, or as set forth when you submit the information, your personally identifiable information will not be shared or sold to any other third parties without your prior approval. You may opt-out from receiving future promotional information from us or our affiliated companies, business or co-promotional partners and direct that we not share your information with any affiliated companies, as set forth below and as set forth in the privacy policies of such affiliated companies, business partners and co-promotional partners.

(2) Non-Personally Identifiable Information: We use non-personally identifiable information in a variety of ways. For example, we may use non-personally identifiable information to evaluate use of our Services (e.g., visits to our Website, use of our Services, etc.), analyze site traffic, track purchases, gauge coupon redemption rates, understand customer needs and trends, carry out targeted promotional activities, and to improve our Services. We may use your non-personally identifiable information by itself or aggregate it with information we have obtained from others. We may, among other things, share your non-personally identifiable information with our affiliated companies, allow third parties to collect such information directly from you, and/or sell the non-personally identifiable information to third parties to achieve these and any other business objectives (e.g., generate revenue, form alliances, etc.). It is however important to remember that your non-personally identifiable information is anonymous information that does not personally identify you.

C. COOKIES AND PREFERENCE BASED ADVERTISING

(1) Cookies and Web Beacons: We automatically receive and store certain types of non-personally identifiable information whenever you interact with us. For example, like many websites, we use "cookies" and "web beacons" (also called "clear gifs" or "pixel tags") and embedded scripts to obtain certain types of information when you use or access our Services. "Cookies" are small files that we transfer to your computer's hard drive or your web browser memory to enable our systems to recognize your browser and to provide convenience and other features to you. "Web beacons" are tiny graphics with a unique identifier, similar in function to cookies, and may be used to track the online movements of users, when an email has been opened, and to provide other information.

Examples of the information we collect and analyze in this manner include the Internet Protocol (IP) address used to connect your Equipment to the Internet; computer and connection information such as browser type and version, operating system, and platform; your activities, on our Website, including the products you view or searched for, as well as the URL you come from and go to next (whether this URL is on our Website or not); and cookie number. It is important to note that the cookies and Web beacons that we use do not contain and are not tied to personally identifiable information about you.

If you are concerned about the storage and use of cookies, you may block or limit the storage of cookies via browser controls or other software (we do not make any promise that our Services will recognize or be able to work with any such browser controls/software - e.g., see below for Do Not Track options). You may also be able to delete cookies manually from your Equipment through your internet browser, operating system or other programs. Please note, however, that some portions of our Services will not function properly or be available if you are able and do block and/or delete cookies.

(2) Preference Based Advertising: We may work with third parties, including advertising companies and website analysis firms, who use cookies and web beacons to collect non-personally identifiable information when you visit our Website and third party sites. This non-personally identifiable information, collected through cookies and web beacons, is typically used by these third-party advertising companies (i.e., advertising networks) to serve you with advertisements while on third party sites tailored to meet your preferences and needs. If you do not wish to participate in this activity, go to www.aboutads.info and follow the simple opt-out process.

A couple of important notes about this opt-out tool: (1) it includes all the advertising networks that we may work with, but also many that we do not work with; and (2) may rely on cookies to ensure that a given advertising network does not collect information about you ("Opt-out Cookies") - an explanation of how Opt-out Cookies work can be found on www.aboutads.info. Therefore, if you use different Equipment, change web browsers or delete these Opt-out Cookies from your computer, you will need to perform the opt-out task again.

(3) Do Not Track Features: Certain browsers may offer you the option of providing notice to websites that you do not wish for your online activities to be tracked for preference-based advertising purposes ("DNT Notice"). Some browsers are, by default, set to provide a DNT Notice, whether or not that reflects your preference. Providing DNT Notice is often touted as a means to ensure that cookies, web beacons and similar technology are not used for preference-based advertising purposes - that is, to restrict the collection of non-personally identifiable information about your online activities for advertising purposes. Unfortunately, given how preference-based advertising works, DNT Notices may not effectively accomplish this goal. For this and a variety of other reasons, with respect to our Website, we do not take any action based on browser based DNT Notices. Rather, if you do not wish to participate in preference-based advertising activities, you should follow the simple opt-out process identified above.

D. OTHER USES & INFORMATION

(1) IP Addresses: An IP Address is a number that is automatically assigned to your Equipment whenever you access the Internet. Web servers (computers that "serve up" web pages) automatically identify your Equipment by its IP address. When visitors request pages from our Website, our servers typically log their IP addresses. We collect IP addresses for purposes of system administration, to report non-personal aggregate information to others, and to track the use of our Services. IP addresses are considered non-personally identifiable information and may also be shared as provided above. It is not our practice to link IP addresses to anything personally identifiable; that is, the visitor's session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor at the request of the visitor or when we feel it is necessary to enforce compliance with our Service rules or to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Services, or other users; or (d) in an emergency to protect the health and safety of our customers, fans or the general public.

(2) Social Networks: We may offer you the ability to create or login to your account with us through accounts you may have with various social network platforms, such as Facebook or Twitter (each, a "Social Network Account"). To do so, you may be required to provide, or allow our Services to access, your Social Network Account login information. By granting us access to your Social Network Account, you understand and agree that we may access, make available and store any content that you have provided to and stored in your Social Network Account (e.g., friends, mutual friends, contacts, etc.). We may make this information available on or through our Services and to our users. You may be able to restrict what information is shared and how it is used through privacy and other settings. Also, depending on the privacy settings you have set in your Social Network Account, personally identifiable information may be shared with us and made available through our Services and to our users.

(3) Email Communications: If you send us an email with questions or comments, we may use your personally identifiable information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personal information, such as passwords, social security numbers, or bank account information, to us by email. We may send you emails for a variety of reasons - e.g., emails in response to your request for a particular service or your registration for a feature that involves email communications, emails that relate to purchases you have made with us (e.g., product updates, customer support, etc.), informational emails about our other products, services, or events, or when you consent to being contacted by email for a particular purpose. In certain instances, we may provide you with the option to set your preferences for receiving email communications from us; that is, agree to some communications but not others. You may "opt out" of receiving future commercial emails from us by clicking the "unsubscribe," "opt-out" or similar link included at the bottom of most emails we send, or as provided below; however, we reserve the right to send you transactional emails such as customer service communications.

(4) Transfer of Assets: As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all (or substantially all) of our assets, the personally identifiable information and non-personal information we have about you will be transferred to and used by this acquiring entity, though we will take reasonable steps to ensure that your preferences are followed. Also, if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

(5) Other: Regardless of any other provision in this Privacy Policy, we reserve the right to disclose any personally identifiable or non-personally identifiable information about you if we are required to do so by law, with respect to copyright and other intellectual property infringement claims, or if we believe that such action is necessary to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property of our Services, or other users; or (d) in an emergency to protect the health and safety of our customers or the general public.

(6) Your California Privacy Rights: Under certain provisions of the California Civil Code 1798.83, residents of the State of California have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information as defined under California law during the preceding year for third party direct marketing purposes. You are limited to one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing as provided in Section I below.

E. PUBLIC FORUMS

We may offer chat rooms, blogs, message boards, or similar public forums where you and other users of our Services can share information and communicate - e.g., places where you can post your resume and/or profile. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through our Services.

F. CHILDREN

The features, programs, promotions and other aspects of our Services requiring the submission of personally identifiable information are not intended for children. We do not knowingly collect personally identifiable information from children under the age of 13. Certain benefits of our Services may be restricted to adults, age 18 or older. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personally identifiable information to us, please contact us as provided in Section I below. A parent or guardian of a child under the age of 13 may review and request deletion of such child's personally identifiable information as well as prohibit the use thereof.

G. KEEPING YOUR INFORMATION SECURE

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online or through our Services, and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your "personally identifiable information" (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

H. OTHER SITES/LINKS

Our Services may link to or contain links to third party websites that we do not control or maintain, such as in connection with purchasing products we may recommend or reference via our Services and/or advertisements you may see while using our Services. We are not responsible for the privacy practices employed by any third-party website. We encourage you to note when you leave our Website and to read the privacy statements of all third-party websites before submitting any personally identifiable information.

I. CONTACT & OPT-OUT INFORMATION

You may contact us as provided below if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you have provided; (c) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (d) wish to withdraw your consent to sharing your personally identifiable information with others. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our Website.

Please Sign Below

Your signature will signify your understanding, acceptance, and authorization to accept the conditions of this legal document, including the following statements:

- I have read, have understood, and do accept the Agreement above.
 - I understand that this is a legal document with effects that I approve and authorize.
 - The registrant is the person(s) whose name is submitted as the recipient of the goods and services provided as a result of this transaction.
 - I am authorized to agree to the terms of this document on behalf of the registrant.
 - If the registrant is under 18 years of age, incapacitated, or mentally challenged, I assert that I am the parent/legal guardian or otherwise authorized to execute a legally binding agreement on behalf of the registrant.
- You must be 18 years of age to legally complete this registration. If the registrants are under 18, an authorized adult must complete this form.