

April 13, 2026

**WAIVER AND RELEASE OF LIABILITY**

**I AGREE to comply with all rules, regulations, and event instructions of the Honolulu Marathon, Start to Park, Kalakaua Merrie Mile, Hapalua Half Marathon, The Iki, King's Runner 10K, the Expo, and any race-related events (collectively, the "Events").**

**I UNDERSTAND that participating in a road race is a potentially hazardous activity that can result in serious injury or death. I knowingly and voluntarily assume all risks associated with participation in the Events, including but not limited to: falls; contact with other participants or objects; the effects of weather, including rain, heat, humidity, and other adverse conditions; traffic; road conditions; and all other risks inherent to such activities.**

**IN CONSIDERATION of the acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release the Honolulu Marathon Association, the City and County of Honolulu, the State of Hawaii, the United States of America, Sponsors, USA Track & Field, and their respective officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from any and all claims or liabilities for injuries, damages, or losses arising out of or related to my participation in the Events, including pre- and post-race activities, to the fullest extent permitted by law.**

**I ATTEST that I am physically fit and sufficiently trained for participation in the Events, and I accept full responsibility for my own safety and well-being at all times.**

**I CONSENT to receive medical treatment that may be deemed advisable in the event of illness or injury during the Events, and I agree to be financially responsible for any such treatment.**

**I AGREE to receive communications from the Honolulu Marathon Association; this does not obligate me to purchase any products or services.**

**I UNDERSTAND that all entries are final, with no refunds or transfers.**

**I FURTHER UNDERSTAND that the Event organizers reserve the right to cancel, postpone, modify, shorten, or otherwise change the Events, including the date, time, course, or format, due to circumstances beyond their reasonable control. Such circumstances may include, but are not limited to:**

- **Weather conditions (including heavy rain, flooding, or unsafe conditions)**
- **Public safety concerns**

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- Government orders, regulations, or guidance
- Limitations on personnel, volunteers, or essential services
- Acts of God or other unforeseen conditions

I UNDERSTAND AND AGREE that decisions regarding event safety and operations are made in the sole discretion of the Event organizers, and that in the event of any such change, postponement, or cancellation, no refunds will be provided.

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#### **NAME, IMAGE, AND LIKENESS RELEASE**

I GIVE PERMISSION for the free and unrestricted use of my name, voice, image, likeness, and/or appearance in any photographs, video recordings, audio recordings, or other media captured in connection with the Events.

I UNDERSTAND AND AGREE that such materials may be used by the Honolulu Marathon Association and its partners, sponsors, licensees, and affiliates for any legitimate purpose, including but not limited to:

- Broadcast and telecast
- Advertising and promotional materials
- Marketing and public relations
- Websites and digital platforms
- Social media (including but not limited to Instagram, Facebook, X/Twitter, YouTube, and similar platforms)
- Event-related publications and archival purposes

I FURTHER UNDERSTAND AND AGREE that such use may occur worldwide, in perpetuity, and without further notice, approval, or compensation, and I hereby waive any rights of publicity, privacy, or other rights related to such use to the fullest extent permitted by law.

I UNDERSTAND that images and recordings of the Events may be shared publicly and may be reposted, distributed, or displayed by third parties, including media outlets, sponsors, and other participants, and I agree that the Honolulu Marathon Association is not responsible for such third-party uses.

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**PHOTOGRAPHY AND BIOMETRIC CONSENT**

**I ACKNOWLEDGE** that the Honolulu Marathon Association works with a third-party photography vendor (“Photographer”) who may photograph participants.

**I UNDERSTAND** that the Photographer may collect, store, use, and/or transmit my biometric information (such as scans of facial geometry) for the purpose of identity verification and access to event-related photographs and services.

**I UNDERSTAND AND AGREE** that such biometric information may be retained until the initial purpose for collecting such information has been satisfied, or within three (3) years of my last interaction with the Photographer, whichever occurs first.

**I UNDERSTAND** that the Photographer’s Biometric Information Privacy Policy is available at:

<https://www.marathonfoto.com/Home/Privacy>

By agreeing to this waiver, I consent to the Photographer’s collection, storage, and use of my biometric information as described above.

**I FURTHER UNDERSTAND** that the Honolulu Marathon Association and affiliated entities do not themselves collect, store, or access biometric information.

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**GENERAL TERMS**

**I AGREE** that electronic submission of this application constitutes my agreement to all the terms of this waiver and release.

**I WARRANT** that I have read this Waiver, understand its terms, acknowledge that I am giving up substantial legal rights by agreeing to it, and do so voluntarily and without inducement.