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The Website disclaims liability for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided on the Website. The Website assumes or undertakes no liability for any loss or damage suffered as a result of the use of any information found on the Website.

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From time to time, the Events listed on the Website may contain an element of physical fitness. (e.g., 5k, bowling, etc.) If you are unsure of your physical abilities, you should seek medical advice prior to participating.

You (for yourself, your heirs, personal representatives, or assigns, and anyone else who might make a claim on your behalf) hereby release, waive, discharge and covenant not to sue the Website and its respective parent companies, subsidiaries, affiliates, officers, directors, partners, shareholders, members, agents, employees, vendors, sponsors, and volunteers from any and all claims, demands, causes of action, damages, losses, or expenses (including court costs and reasonable attorneys’ fees) which may arise out of, result from, or relate in any way to your attendance at any Event, except for any gross negligence or willful misconduct on our part.

The Website may discuss topics related to travel, including discussion of modes of transportation, lodging, and activities. The travel information provided on the Website is

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The Website was developed strictly for informational purposes. You understand and agree that you are fully responsible for your use of the information provided on the Website. We make no representations, warranties, or guarantees. You understand that results may vary from person to person. We assume no responsibility for errors or omissions that may appear on the Website.

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The Website is provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied. We make no representations or warranties in relation to the Website or the information and materials provided therein.

We make no warranty the Website will meet your requirements; will be available uninterrupted, timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Website. We are not responsible to you for the loss of any content or material uploaded or transmitted through the Website. The Website is written in English and makes no warranty regarding translation or interpretation of content in any language.

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WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

You agree to defend, indemnify, and hold the Website, its owners, members, employees, officers, directors, managers, and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and expenses) which we suffer as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Disclaimer (including representation or warranty); or, (iii) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

ARBITRATION

The Disclaimer will be governed and construed in accordance with the laws of the State of Texas. Any controversy or claim arising out of or relating to the Disclaimer, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction therein. The place of any such arbitration shall be in or near Harris County, Texas. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

MISCELLANEOUS PROVISIONS

If any provision(s) of the Disclaimer is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Disclaimer not be assigned by you without our prior written consent; however, the Disclaimer may be assigned by us in our sole discretion.

All notices with respect to the Disclaimer must be in writing and made via email to Jill@BKSCGroup.com for the Website and to your email address.