

Dana-Farber Cancer Institute and the Jimmy Fund
Participant Fundraising Agreement and General Release / Waiver

I, the "Participant", wish to participate in the B.A.A. 5K occurring on April 13, 2019, as a member of Dana-Farber Cancer Institute's 2019 B.A.A. 5K team (the "Event"). I agree to collect the fundraising minimum of \$515 (registration fee included) for the benefit of DFCI and to be personally responsible for the difference if I fail to collect the required funds. The deadline for receipt of the full fundraising minimum is March 30, 2019. I understand that the outstanding balance towards the minimum fundraising requirement will be charged to my credit card if I have not met this requirement by the deadline. To guarantee my fundraising commitment, I will provide DFCI with credit card information, valid through June 2019, as part of the Event registration process. Any balance due to reach my fundraising commitment will be billed to my credit card April 1, 2019. The balance due will be determined based on contributions recorded on my personal web page on the Event website through March 30, 2019. No advance credit or adjustment, or reversals at a later date, will be made for fundraising deposits posted to my personal web page after the billing date. I acknowledge and agree that if the Event is cancelled or postponed to another date for any reason, all agreements, representations, warranties and attestations contained herein will apply with equal force to the Event and I will be obligated to submit the fundraising minimum.

The credit card I provide to guarantee my fundraising commitment will also be used to pay the DFCI team fee of \$15; I will also be responsible for paying the B.A.A. race registration fee of \$55 directly to the B.A.A. The \$55 race registration fee does not count towards my fundraising commitment and is not tax-deductible.

I understand I will be responsible for the fundraising minimum whether I participate in the Event or not. The registration fee is non-refundable; any funds raised will not be returned.

I represent and warrant that I am physically fit and healthy to participate in the Event, and that my participation is entirely voluntary. I agree to use good judgment in all aspects of my participation in the Event, to behave appropriately, and to comply with the rules for participation. In addition, I agree to adhere to all stipulations of the Boston Athletic Association's Entry Form and Participant's Agreement, Waiver, Release and Acknowledgement as required for official entry in the B.A.A. 5K on April 13, 2019.

I understand that participating in the Event exposes me to certain risks, which may include, but are not limited to, injury, illness, death, and damage to self and/or property, whether from exertion, weather conditions, the conditions of the course, vehicular traffic, and contact with other participants. I hereby assume and take full responsibility for any and all risk of harm, injury, illness, death, or damage to myself and/or my property that may occur in connection with my participation in the Event.

I hereby grant permission for photographs, videos, and other images (collectively, the "Images") to be taken of me during the Event and assign all rights and interests to the Images to Dana-Farber Cancer Institute, Inc. ("DFCI"). I understand that the Images may be used by DFCI and/or its designees in connection with its advertising, promotional and marketing activities, and for other purposes authorized by DFCI, including, but not limited to, use in direct mail marketing, print advertising, posters, billboard advertising, and the internet; all without any compensation to me.

In consideration of my being permitted to participate in the Event, I hereby, for myself, and on behalf of my heirs, executors and assigns, waive, release and forever discharge DFCI, DFCI's affiliates, and their respective officers, trustees, employees, sponsors, coordinating groups, volunteers, representatives and agents, the Boston Athletic Association and any and all sponsors of the Event, and all others in any way associated with the Event (collectively, the "Released Parties") from any and all liability, claims, damages, or rights of action of whatever nature or description, in equity or at law, present or future, resulting from or relating to my participation in the Event. This means that I will not sue DFCI or any of its affiliated persons or entities, or try to hold them legally or financially responsible, for any harm or injury that might relate to my taking part in the Event.

I hereby attest that by accepting this waiver/agreement and registering for the Event, I have read, fully understand, and agree without exception to all the provisions, releases, and waivers outlined in this Participant Fundraising Agreement and General Release / Waiver form, and that I have agreed to it knowingly and voluntarily. I understand that this agreement is a legally binding document that limits the legal liability of the Released Parties. I attest, under penalty of fraud, that I am at least 18 years of age, and if I am registering on behalf of a minor, that I am the minor's parent or legal guardian.

This Release must be accepted prior to participation in the Event.