

JIMMY FUND WALK

Your Way

Dana-Farber Cancer Institute and the Jimmy Fund's Boston Marathon® Jimmy Fund Walk Participant Fundraising Guidelines

“Participants” are defined as individuals who wish to participate in the 2020 Boston Marathon® Jimmy Fund Walk, a virtual event occurring on October 4, 2020 (the “Event”). Participants agree to collect the corresponding fundraising minimum below (registration fee included) for the benefit of DFCI and are personally responsible for the difference if the required funds are not collected:

- Virtual walkers ages 13 or older on Event day: \$100;
- Youth virtual walkers ages 12 years or younger on Event day: \$25.

The deadline for receipt of the full fundraising minimum is October 31, 2020. Participants understand that the outstanding balance towards the minimum fundraising requirement will be charged to the credit card provided to DFCI upon registration for the Event if the requirement is not met by the deadline. All Participants are registered as virtual walkers; there will not be an in-person event on October 4, 2020.

Participants 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 Participants will be obligated to submit the fundraising minimum.

Participants who register for the Event and then cancel by October 1, 2020 will not be obligated to submit the fundraising minimum. After this date, Participants will be responsible for the fundraising minimum whether or not they participate in the Event. The registration fee is non-refundable; any funds raised prior to cancellation will not be returned.

Participants represent and warrant that they are physically fit and healthy to participate in the Event, and that participation is entirely voluntary. Participants must use good judgment in all aspects of participation in the Event, behave appropriately, and comply with the rules for participation, if any.

Participants understand that participating in the Event exposes them 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 individuals. Participants assume and take full responsibility for any and all risk of harm, injury, illness, death, or damage to themselves and/or their property that may occur in connection with participation in the Event. Participants are solely responsible for their own health and safety. Participants certify that it is their responsibility to dress appropriately. Participants agree to stop and seek medical attention if they experience any symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain, or any other conditions which would make it difficult or unsafe to continue.

Participants grant permission for photographs, videos, and other images (collectively, the “Images”) to be taken of them in association with the Event and/or other events related to the Event including, but not limited to, the Extra Mile Brunch, Pacesetter events, Event sign-ups, and Event information sessions, and assign all rights and interests to the Images to Dana-Farber Cancer Institute, Inc. (“DFCI”). By registering for the Event, creating a personal fundraising page and/or team fundraising page, and/or if communicating with a staff member of the Event team, Participants may choose to share their story/reason/motivation for why they participate in the Event (collectively, the “Story”). Participants understand and grant permission to DFCI to use their Story in relation to the Event. Participants understand that the Images and Story 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 the Participant.

In consideration of being permitted to participate in the Event, Participants, on behalf of themselves and their 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, 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 participation in the Event. This means that Participants 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 taking part in the Event.