

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

I, the “Participant,” wish to participate in the Boston Marathon® occurring in-person and/or virtually on April 17, 2023, as a member of the 2023 Dana-Farber Marathon Challenge (“DFMC”) team, including any and all DFMC events occurring throughout the season leading up to the 2023 Boston Marathon (the “Event”). If I am accepted as a member of the 2023 DFMC team using a 2023 Boston Marathon invitational race entry provided by Dana-Farber Cancer Institute, Inc. (“DFCI”), I agree to raise and/or contribute the basic fundraising commitment (team and B.A.A. fees not included) of \$7,500 for the benefit of DFCI and to be personally responsible for the difference if I fail to collect the required funds (the basic fundraising commitment for time-qualified, virtual, and other official race entrants is \$4,000). I understand that the outstanding balance towards the basic fundraising commitment 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 2023, as part of the DFMC team registration process. Any balance due to reach my fundraising commitment will be billed to my credit card May 17, 2023. The balance due will be determined based on contributions recorded on my personal web page on the team website, RunDFMC.org, through May 17, 2023. No advance credit or adjustment, or reversals at a later date, will be made for fundraising deposits posted to my RunDFMC.org web page after the billing date. All funds raised and/or contributed through my DFMC participation, including the basic fundraising commitment and any funds raised/contributed above and beyond the basic fundraising commitment, will support DFCI’s Claudia Adams Barr Program in Innovative Basic Cancer Research.

I acknowledge and agree that if the 2023 Boston Marathon 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 2023 Boston Marathon and I will be obligated to submit the basic fundraising commitment.

The credit card I provide to guarantee my fundraising commitment will also be used to pay:

- 1) the DFMC team fee;
- 2) for those using an invitational race entry, the Boston Marathon Official Charity Program premium fee; and
- 3) any other charges levied by the Boston Athletic Association on invitational race participants.

The team fee, premium, and any other charges levied by the Boston Athletic Association do not count towards my fundraising commitment, and are not tax-deductible (the premium does not apply to time-qualifiers, virtual runners, or other official race entrants).

I will pay the race entry fee and any other charges levied by the Boston Athletic Association separately and directly to the Boston Athletic Association. Fees paid to the Boston Athletic Association do not count towards my fundraising commitment and are not tax-deductible.

If I register for the Event as a member of the 2023 DFMC team and then cancel by November 20, 2022 (and have not yet completed the B.A.A. invitational race entry form), I will not be obligated to submit the basic fundraising commitment. The request to be released must be made in writing via email to the DFMC office at dfmc@dfci.harvard.edu. After this date, I understand I will be responsible for the basic fundraising commitment whether I participate in the 2023 Boston Marathon or not; there are no exceptions for injury, illness, or changes in health status. The registration fee is non-refundable; any funds raised prior to cancellation will not be returned. The Boston Athletic Association’s registration insurance (via RegShield) does not cover fees paid through DFMC nor does it apply to the basic fundraising commitment; I will still be obligated to submit the basic fundraising commitment if my registration insurance claim is approved by RegShield.

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 and requirements for participation.

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.

If I am accepted as a member of the 2023 DFMC team, 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 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. I authorize the use and release of my name and status as an Event participant in conjunction with the use of the Images.

In consideration of my being permitted to participate in the Event as a member of the 2023 DFMC team, 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 Boston Marathon and the Dana-Farber Marathon Challenge, 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 preparation for and 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 agree to adhere to all stipulations of the Boston Athletic Association and the Boston Athletic Association's Entry Form and Participant's Agreement, Waiver, Release and Acknowledgement as required for official entry in the 2023 Boston Marathon. I certify that I am aware of the physical demands and hazards of training for and participating in a marathon, and that I am physically fit and will train sufficiently for participation in this 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 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 will be at least 18 years of age on April 17, 2023.

This Release must be accepted prior to consideration for acceptance as a member of the 2023 DFMC team in the Event.