

## **Team JAF Contract Terms and Conditions for the 2022 ASICS Falmouth Road Race**

I acknowledge that I derive personal satisfaction and benefit by virtue of my participation and/or voluntarism with, through and for Joe Andruzzi Foundation (“JAF”).

**A \$35(tax deductible) team fee will be required, if accepted to the team.**

### **Health and Safety:**

While participating in events with, through, held by, or sponsored by JAF we ask that all participants follow all health and safety guidelines set forth by the ASICS Falmouth Road Race, Town of Falmouth, and the State of Massachusetts. JAF cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in JAF events and/or other face-to-face fundraising activities. By attending an JAF event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**Duty to Self-Monitor:** Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact Gillian at JAF - [gillian@joeandruzzifoundation.org](mailto:gillian@joeandruzzifoundation.org) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with JAF.

**Release and Waiver:** I hereby release, waive and forever discharge any and all liability, claims, and demands of whatever kind or nature against the Joe Andruzzi Foundation and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the “released parties”), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, exposure to COVID-19, COVID-19 infection, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from my participation with the activity. This release and waiver are governed by the laws of the Commonwealth of Massachusetts. I have carefully read this release and waiver and understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have as a condition of the participation in the 2022 ASICS Falmouth Road Race through Joe Andruzzi Foundation.

I acknowledge and understand that in the event of an illness, injury or medical emergency arising during the event or in the training and planning sessions for said event, I hereby authorize and give my consent to the Foundation to secure from an accredited hospital, clinic and/or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medication treatment and hospitalization.

**Name and Photograph Agreement:**

I also grant permission for use of my name and/or photograph or voice in broadcast, telecast, print or any other account of this event and agree to waive any compensation for such use.

**Fundraising Contribution Agreement:**

I agree to collect \_\_\_\_\_ (\$1,250 Charity Minimum or \$500 Registered Runner Minimum), by Wednesday, August 17, 2022 regardless of the race format or any foreseen or unforeseen reason or event that would preclude me from participating in the race. If I have not reached the amount in donations by that date, I will personally be responsible for the balance owed. I declare that I have exercised my own judgment in signing this agreement and I further declare that the decision to sign this agreement is my own.

In the situation of a runner who defaults on this agreement and their credit card is not valid for any reason, JAF reserves the right to pursue collection of the debt and the runner will be responsible for any and all legal fees incurred by JAF with this collection process. Donations raised and received by our office will not be refunded.

**Cancellation Policy:** You may cancel your participation with the team, waiving your responsibility for the agreed upon minimum if it is done before you officially register for the 2022 ASICS Falmouth Road Race (via the race website). After you are officially registered for the race, you are still responsible for raising the minimum you agreed to even if, for any reason including injury, you are unable to run in the race. If you cancel participation after official registration is complete, your credit card will be charged the balance of your fundraising commitment. The Joe Andruzzi Foundation has your consent do this. Contributions raised and received by our office will not be refunded, even if you cancel before registration is complete.

**Matching Gift Policy:** Many companies match employees' charitable contributions. You can check with your employer to see if your company has this program and ask donors if their employer has matching gifts. Matching gifts may be applied to the fundraising minimum if received by Wednesday, August 17, 2022. It is your responsibility to contact the company to provide all matching gift information and ensure that the gift is processed.