

Team JAF Contract Terms and Conditions for the 2023 Boston Marathon

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 \$100 (tax deductible) team fee will be required, if accepted to the team. The Boston Athletic Association (B.A.A) charges a \$375 race application fee. The \$375 fee is the sole responsibility of the team member. The registration fee will be collected separately during the B.A.A official registration process.

All Boston Marathon registrations will go directly through your JAF and CharityTeams.

Health and Safety:

The B.A.A. encourages all participants to be fully up to date with COVID-19 vaccinations prior to participating in the 127th Boston Marathon. At this time, proof of vaccination will not be required for participation in the 2023 Boston Marathon. However, all participants are expected to follow B.A.A. protocols and procedures related to COVID-19 mitigation and public health including, but not limited to, potential proof of negative testing, potential proof of vaccination, and wearing a face mask in designated areas. B.A.A. COVID-19 mitigation efforts are subject to change and will be guided by policies and procedures established by the CDC, state, and local public health officials in the lead up to April’s event

The Joe Andruzzi Foundation will follow all health and safety protocols set forth by the B.A.A, race directors, the Commonwealth of Massachusetts, and the Center for Disease Control and Prevention (CDC).

In light of the ongoing spread of COVID-19, JAF requires participants and volunteers to comply with CDC guidance to prevent the spread of the virus among our volunteers, participants, and staff. By attending a JAF event and/or other face-to-face fundraising activities, you certify that you are complying with CDC guidance for what to do if:

- You have been exposed to Covid-19 or
- You have tested positive for Covid-19.

Relevant CDC guidance can be found at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/if-you-were-exposed.html>.

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 if you test positive for COVID-19 within 7 days of 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 Boston Marathon® 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 _____ (agreed upon amount stated in my application), by Thursday, April 13, 2023 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.

Milestones for fundraising I agree to meet the following minimums (min):

- January 20, 2023..... \$2,500 min
- February 27, 2023.....\$4,500 min
- March 30, 2023.....\$7,500 min
- April 13, 2023.....\$10,000 min or amount stated above (agreed upon amount stated in my application) .

Cancellation Policy: Your \$100 Team Fee is non-refundable. You may cancel your participation with the team, waiving your responsibility for the \$10,000 minimum (\$2,000 minimum for own entry) anytime on or before January 1, 2022. To do so, you must contact Susan Hurley, Program Coordinator via email at Susan@charityteams.com on or before January 1, 2023. After January 1, 2023 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 marathon. If you cancel participation after this date, 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 January 1, 2023.

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 Thursday, April 13, 2023. It is your responsibility to contact the company to provide all matching gift information and ensure that the gift is processed.