



Team JAF Contract Terms and Conditions for the 2023 BehanBros Newport Night Run

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").

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 participation in the 2023 BehanBros Newport Night Run Road Race through the 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, social media platforms, or any other account of this event and agree to waive any compensation for such use.

Fundraising Contribution Agreement:

I agree to collect my \$250 Charity Minimum as stated in my application, by Friday, March 31, 2023, regardless of the race format or any foreseen or unforeseen reason or event that would preclude me from participating in the race. The \$250 minimum is the amount fundraised before the dollar-for-dollar match provided by our 401 Gives Sponsor. 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 2023 BehanBros Newport Night Run Road Race (via the registration website). After you are officially registered for the race, you will be held responsible for raising the minimum you agreed to, even if you are unable to run in the race for any reason, including injury. 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 to 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 Friday, March 31, 2023. It is your responsibility to contact the company to provide all matching gift information and ensure that the gift is processed.