



**Team JAF Contract Terms and Conditions for the 2024 Eversource Hartford Marathon and Half Marathon**

I hereby acknowledge that:

1. I derive personal satisfaction and benefit by virtue of my participation and/or voluntarism with, through, and for Joe Andruzzi Foundation (“JAF”).
2. There are risks involved when participating in physical activities including, but not limited to, running, walking, and/or jogging. Some of the possible injuries and bodily harm that may occur through participation in such physical activities are listed below. This list is provided to make the prospective participant and/or his/her parent/legal guardian aware of the possibilities of injuries that may be sustained.

*POSSIBLE INJURIES:*

Strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

*BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES:*

Head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

3. The risk of injury may be caused by, but not limited to, terrain, facilities, temperature, weather, condition of participants, equipment, and actions of others, including, but not limited to, participants, volunteers, coaches, directors, officers, owners, officials, agents, employees, sponsors, advertisers, and if applicable, owners and lessors of the premises.
4. The risk of injury from the activities involved is significant, including, but not limited to the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

5. *UNDERSTANDING OF RISKS:*

I have reviewed the above information and am aware of the risks of participating in these activities and the possible injuries which may occur. I freely and voluntarily agree to participate in any and/or all of the activities listed here through and for 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, injuries to my person and/or others and/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 person and/or 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 2024 Eversource Hartford Marathon and Half Marathon 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 or on my behalf including but not limited to medical transport, medication treatment, and hospitalization.

**Name and Photograph Agreement:**

I also grant permission for the use of my name, photograph, voice, personal story and reason for participating, and/or other information provided within my application, in perpetuity as it relates specifically to the Foundation and its endeavors. This includes the website, videos, social media, and other possible platforms. The Foundation may use this information to advance its mission, fundraising, or voice in broadcast, telecast, print, social media platforms, or any other account of this event. I agree to waive any compensation for such use.

**Fundraising Contribution Agreement:**

I agree to collect \_\_\_\_\_ as stated in my application, by Wednesday, October 16, 2024, 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 an athlete 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 2024 Eversource Hartford Marathon and Half Marathon (via the Haku registration website). After you are officially registered for the event, 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 Wednesday, October 16, 2024. It is your responsibility to contact the company to provide all matching gift information and ensure that the gift is processed.

**CERTIFICATION OF ABILITY TO PARTICIPATE**

I certify that I am physically fit and have not been advised to not participate in any strenuous and/or hazardous physical activities, including the 2024 Eversource Hartford Marathon and Half Marathon by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation.