

## **Team JAF Contract Terms and Conditions for the 131<sup>st</sup> Boston Marathon® presented by Bank of America**

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

**A non-refundable \$100 (tax-deductible) Team Fee will be required if accepted by the team. The Boston Athletic Association (B.A.A) charges a \$390 race application fee for each participant. The \$390 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 JAF and CharityTeams.

**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 2027 Boston 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, 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 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 \_\_\_\_\_ (agreed upon amount stated in my application), by Thursday, April 15, 2027, 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 of 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 1, 2027.....\$5,000 min

February 1, 2027.....\$7,500 min

March 1 2027.....\$9,000 min

April 15, 2027.....Full commitment as stated in your application

**Cancellation Policy:** Your \$100 Team Fee is non-refundable. You may cancel your participation with the team, waiving your responsibility for your agreed-upon minimum, anytime on or before January 6, 2027. To do so, you must contact Gillian O'Brien ([Gillian@joeandruzzifoundation.org](mailto:Gillian@joeandruzzifoundation.org)) via email on or before January 6, 2027. After January 6, 2027, 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 to do this. Contributions raised and received by our office will not be refunded, even if you cancel before January 6, 2027.

**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 official receipt from company has been provided to JAF by Thursday, April 15, 2027. It is your responsibility to contact the company to provide all matching gift information and ensure that the gift is processed.