2027 Bank Of America Chicago Marathon Waiver, Terms and Conditions

Please read these Terms and Conditions carefully, as they affect your future legal rights. These Terms and Conditions set forth a legally binding agreement between the participant ("I", "me", and permutations thereof) and A Safe Haven Foundation, a 501c3 not-for-profit organization.

Please note that these Terms and Conditions have been updated, including clarifying A Safe Haven Foundation's right to withhold the participant's race entry if the applicable fundraising minimum is not met and to indicate that the runner's credit card on file will be charged the difference if the runner does not meet their fundraising minimum by the deadline.

In addition, if the Bank of America Chicago Marathon is canceled, A Safe Haven Foundation will follow the cancellation guidelines set forth by the Bank of America Chicago Marathon.

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COMMITMENT TO THE FUNDRAISING MINIMUM
I understand that I am responsible for meeting my designated fundraising minimum (based on my registration type and date) no less than one week prior to the event.
Fundraising Minimums by Registration Type

- **Guaranteed Charity Entry** (registered before close of drawing) - $2,500
- **Guaranteed Charity Entry** (registered after results of drawing) - $3,000
- **Self-Secured Entry** - $1,000

REGARDLESS OF MY PARTICIPATION IN THE RACE OR ANY INJURY, HEALTH ISSUE OR OTHER UNFORESEEN CIRCUMSTANCES, I AGREE TO FULFILL MY ENTIRE FUNDRAISING COMMITMENT.

In the event I do not meet my fundraising minimum, I agree to the remaining difference (fundraising minimum minus amount raised) being charged to my credit card on file at the deadline. I commit to responding to communication from A Safe Haven Foundation regarding my fundraising commitment and providing updated and accurate payment information so that the difference can be covered (if necessary). I further understand that failure to meet the fundraising commitment or pay the difference to A Safe Haven Foundation may result in restrictions on participating in the race and race day team activities and any future participation with A Safe Haven Foundation.

RACE REGISTRATION AND REFUND POLICY
Registration fees, if any, paid to A Safe Haven Foundation for the Run To End Homelessness team are non-refundable and non-transferable.

I understand that by registering for the A Safe Haven Run To End Homelessness Team, I have not yet officially registered for the Bank of America Chicago Marathon. If I only notify A Safe Haven Foundation of my intent to run and do not register for the race, I will not have successfully secured an entry. A Safe Haven Foundation reserves the right to deny registration and participation with the A Safe Haven Run To End Homelessness team due to unfulfilled fundraising obligations in the past.

- **Guaranteed Charity Entry:** If I am registering for a guaranteed charity entry, I must complete a second step and register directly on the Chicago Marathon website as a member of the A Safe Haven Run To End Homelessness Team in order to secure my entry in the race.
- **Self-Secured Entry:** If I have signed up for the A Safe Haven Run To End Homelessness Team as a self-secured entrant, I understand that I am responsible for securing my own race entry, including paying any associated registration costs.

If I should apply to run the Chicago Marathon both through the non-guaranteed entry application and also as a charity program runner for A Safe Haven Foundation the Chicago Marathon stipulates that my charity entry will supersede any entry I may secure through the drawing, and I will be responsible for all associated fundraising minimums with a guaranteed charity entry.

NO CANCELLATION OR DEFERMENT POLICY

Due to the limited number of guaranteed charity entries available to A Safe Haven Foundation for the Bank of America Chicago Marathon and A Safe Haven Foundation's reliance on the resources these entries generate for their marathon program and the families and individuals they serve, I acknowledge that there is no withdrawal/drop option from the team and/or the race, and that I am responsible for meeting the minimum fundraising goal regardless of injury, health issues or unforeseen circumstances. I also acknowledge that I understand that the Chicago Marathon prohibits charity entrants from deferring their entries to the following year.

PARTICIPANT REQUIREMENTS

I know that running is a potentially hazardous activity. I should not join the team and run unless I am medically able and cleared by a physician to do so. I agree to abide by any decision of a group leader relative to my ability to safely complete the run. I assume all risks associated with running with this group including, but not limited to: falls, contact with other participants, the effect of the weather, including high heat and/or humidity, traffic and conditions of the road/running path, all such risks being known and appreciated by me. I understand that bicycles, skateboards, baby joggers, roller skates or blades, and animals are not allowed at group runs and I will abide by this guideline.

I understand and agree to the event rules and requirements as established by the Bank of America Chicago Marathon including those available at https://www.chicagomarathon.com/participant-information/event-rules/. By registering for the A Safe Haven Run To End Homelessness Team, I am confirming that I have read and reviewed the event rules and am able to comply with them. These include, but are not limited to:

Participation

- Registrants must be capable of completing the full distance, start line to finish line, within the event time requirement of 6 hours and 30 minutes.
- To register, you must be 16 years of age or older on the event day. Registrants under 18 years of age must have the applicant waiver signed by a parent or legal guardian.

- Each participant must sign an event waiver before participating in the event as part of the registration process. Registrants under 18 years of age must have the applicant waiver signed by a parent or legal guardian.
- The event time requirement and age minimum apply to all forms of entry and event participation.
- Any participant seeking accommodation in respect of a disability must submit a written request to the Athlete with Disabilities Coordinator at awdprogram@chicagomarathon.com.
- Participant race number bibs are specific personal identifiers and may not be exchanged, transferred or sold to any other person.

- The sale and/or transfer of race entries/bibs is strictly prohibited and will result in the disqualification and/or banning of any individuals involved from future events.
- Race entries and ancillary purchases are non-refundable and non-transferable under any and all circumstances.

PRIVACY AND PUBLICITY

I further acknowledge that my name, photograph, voice or likeness may be used by A Safe Haven Foundation and the A Safe Haven Run To End Homelessness Team, its agents and others working for it or on its behalf, and their respective licensees and successors, and I assign the unlimited right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise leverage my name (or if A Safe Haven Foundation so chooses, any fictional name identifying me), picture, likeness, voice, and biographical information and any material based thereon or derived therefrom, together with any actual or fictional material, or to refrain from so doing, in any manner of media whatsoever (whether now known or hereafter devised) for the purposes of advertising, promoting and/or publicizing A Safe Haven Foundation and, the A Safe Haven Run To End Homelessness team, its products and services.

I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, fictionalization, blurring, distortion, faulty reproduction, illusionary effect, or use in any composite form of my name, picture, likeness, voice or biographical information. I consent to and authorize, in advance, such use and waive any rights of privacy and/or publicity I may have in connection therewith.

OTHER ACKNOWLEDGMENTS

I understand that weather, emergencies, or other circumstances may cause the cancellation or postponement of this event. I understand that no contributions, payments, or expenses will be refunded to me or anyone else under any circumstances.

RELEASE, INDEMNIFICATION, AND WAIVER

I RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LIABILITIES, INTEREST, ATTORNEYS' FEES, COSTS AND EXPENSES OF WHATEVER KIND OR NATURE (COLLECTIVELY, "CLAIMS"), WHETHER DIRECT OR INDIRECT, IN LAW OR IN EQUITY, IN CONTRACT OR IN TORT, OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION IN THE CHICAGO MARATHON AND PRE- AND POST-RACE EVENTS AND RELATED ACTIVITIES (COLLECTIVELY, THE "ACTIVITIES"), WHETHER OR NOT CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS OR CAUSES OF ACTION FOR ANY AND ALL INJURIES OR DEATH SUSTAINED WHILE PARTICIPATING IN THE ACTIVITIES, REGARDLESS OF WHETHER THE POSSIBILITY OF SUSTAINING SUCH INJURIES OR DEATH WAS CONTEMPLATED, OBVIOUS, AND/OR KNOWN AT OR BEFORE THE TIME OF INJURY. AS USED HEREIN, THE TERM "RELEASED PARTIES" SHALL MEAN THE MISSION OF A SAFE HAVEN FOUNDATION, A 501(C)3 NOT-FOR-PROFIT ORGANIZATION, AND ALL PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, MEMBERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PARTNERS, PARENT COMPANIES, PREDECESSORS, SUCCESSORS IN INTEREST, HEIRS, ASSIGNS, AND ANY OTHER PERSONS, FIRMS OR CORPORATIONS WITH

WHOM ANY OF THE AFOREMENTIONED HAVE BEEN, ARE NOW, OR MAY HEREAFTER BE AFFILIATED.

GOVERNING LAW

All Claims arising from or related to any Activity, including for injury to person or property and/or death shall be governed by Illinois law, without regard to conflicts of law principles. I and any person or entity asserting a Claim related to any Activity or these Terms and Conditions hereby voluntarily and irrevocably waive any objection to such law and jurisdiction.

These Terms and Conditions shall be binding to the fullest extent permitted by law and supersede any other agreements or representations by or between the parties and are intended to provide a comprehensive release of liability. If any provision of these Terms and Conditions is found to be unenforceable, the remaining terms shall be enforceable. This Agreement shall be binding upon the participant's personal representatives, assigns, heirs, and next of kin.

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Participant Signature

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Date