

866-787-6677 | info@hfotusa.org | www.hfotusa.org

HOMES FOR OUR TROOPS, INC. EVENT PARTICIPATION

FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE

I hereby agree to become a member of Team HFOT through participation as a runner in the 2021 ASICS Falmouth Road Race (the "Event"). I acknowledge that the fundraising minimum for each Team HFOT virtual charity runner in the Event is \$500, that the fundraising minimum for each in person charity runner in the Event is \$850, and that the fundraising minimum for each Own Entry runner is \$600. Own Entry runners are those who received their entry into the Event through the drawing, time qualifying, or being a legacy runner, and have secured their registration through the Event. Team HFOT will not provide a race spot to Own Entry participants. I hereby commit to raising that amount to support the Mission of Homes For Our Troops, Inc. ("Homes for Our Troops" or "HFOT")

I also agree that my participation in the Event is at my sole risk and is subject to my acceptance of all of the following terms and conditions:

FUNDRAISING TIMETABLE

I acknowledge that my fundraising minimum must be met by August 10, 2021. If I do not reach the fundraising minimum by this date, I understand that HFOT will charge the remaining amount to my credit card. I understand that I will be contacted by HFOT prior to any charges being made.

APPLICATION AND REGISTRATION FEES

Virtual Charity Runners:

I understand that HFOT will pay for my registration fee into the ASCIS Falmouth Road Race. I also understand that I must pay a sign-up fee of \$5 to Homes For Our Troops at the time of registration with Team HFOT to off-set this cost. I understand that I must register with Team HFOT and with the Event to complete my full registration within 10 business days of the registration link being sent. If I fail to do so, I acknowledge that my bib will go back up for sale and I will no longer have entry into the virtual event with Team HFOT. I also understand that this fee is non-refundable, and will be converted to a donation to HFOT if I must withdraw from the event.

Charity Runners: I understand that HFOT will pay for my registration fee into the ASCIS Falmouth Road Race. I also understand that I must pay a sign-up fee of \$25 to Homes For Our Troops at the time of registration with Team HFOT to off-set this cost. I understand that I must register with Team HFOT and with the Event to complete my full registration within 10 business days of the registration link being sent. If I fail to do so, I acknowledge that my bib will go back up for sale and I will no longer have entry into the event with Team HFOT. I also understand that this fee is non-refundable, and will be converted to a donation to HFOT if I must withdraw from the event.

Deferred Charity Runners from 2020: I understand that HFOT will pay for my registration fee in the ASCIS Falmouth Road Race. I also understand that my sign-up fee from last year's registration will transfer over to the 2021 race year and will help Team HFOT off-set this cost. I understand that I must



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register with Team HFOT and with the Event to complete my full registration within 10 business days of the registration link being sent. If I fail to do so, I acknowledge that my bib will go back up for sale and I will no longer have entry into the event with Team HFOT. I also understand that this fee is non-refundable, and will be converted to a donation to HFOT if I must withdraw from the event.

Own Entry Runners: I have already paid for my registration fee into the ASCIS Falmouth Road Race and have received a confirmation code from the Event. I understand that I must pay a sign-up fee of \$0 to Homes For Our Troops at the time of registration with Team HFOT.

REGISTRATION POLICIES

I understand that I when I register with Team HFOT for the Event, I am required to fulfill my fundraising commitment, even if I cannot attend the Event, and even if I am unable to participate in the Event because of illness, injury, other medical condition, or for any other reason. When registering with Team HFOT, I understand that I am personally acquiring a bib for this Event which means others cannot run in my place.

As noted above, I understand that my registration fees paid to HFOT and/or the sponsor will not be refunded after this date, regardless of the reason that I cannot attend the Event, even if I am unable to participate in the Event because of illness, injury, other medical condition, or for any other reason. Whether or not I participate in the Event, Donations raised in my name and received by Homes For Our Troops, Inc. will not be refunded.

CODE OF CONDUCT

As a Team HFOT member, I become an ambassador of the organization. I commit that my actions and remarks while acting as an ambassador of Homes For Our Troops remain positive, apolitical, and supportive of our service members and their duties. I will adhere to the Event rules, and understand that I may be removed from Team HFOT or not allowed to re-join Team HFOT if I make a conscious decision to break these rules (example: bib swapping or bib replication).

Virtual Charity Runners: I understand that charity guaranteed entries cannot be transferred. I understand that if I become injured, I will uphold my fundraising commitment of \$500 by August 10, 2021. Whether or not I participate in the virtual Event, Donations raised in my name and received by Homes For Our Troops will not be refunded.

Charity Runners: I understand that charity guaranteed entries cannot be transferred. I understand that if I become injured, I will uphold my fundraising commitment of \$850 by August 10, 2021. Whether or not I participate in the Event, Donations raised in my name and received by Homes For Our Troops will not be refunded.

INJURIES

I am fully aware of and appreciate that training for and running a marathon or other race may result in accidents, serious injury, or even death. I am voluntarily participating in Team HFOT with complete knowledge of the associated risks, and I agree to accept responsibility for, and assume, all risks of injury or even death. I am aware that Homes For Our Troops, Inc. is not responsible for and has no role in any aspect of orchestrating or managing the Event.



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MEDICALLY ABLE TO PARTICIPATE

I verify that I have full knowledge of the rigors of distance running and of the risks involved in training for and participating in the Event. Similarly, I acknowledge that I am fully aware of the risks presented by the COVID-19 pandemic that are attendant to my training for and participating in the Event and that it is my responsibility to take appropriate precautions regarding COVID-19. By signing this Liability Waiver and Release, I declare that I am medically able, properly trained, physically fit and capable of participating in a marathon or other race, and that my medical care provider has approved my participation.

MEDICAL SUPPORT

I also understand that medical support for races, such as the Event, consist primarily of volunteer personnel trained to administer first aid during the event and that any assistance they provide is not being rendered as medical advice. I agree to independently consult my physician in the event of any injuries or medical questions arising from or related to my training and participation on Team HFOT.

MEDICAL EXPENSES

I also acknowledge full and sole responsibility for my own medical expenses and that I am responsible for any and all medical expenses incurred on my behalf.

HOLD HARMLESS

In consideration for being permitted to participate on Team HFOT, I agree to assume all risks of my participation in the Event and hereby release and hold harmless Homes For Our Troops, Inc., Inc., all Partner organizations, training groups and organizations, designated beneficiaries, sponsors, first-aid volunteers, officials, participating clubs, communities, clubs, organizations, and all other government or public entities (and their respective officers, agents, directors, employees, or members) who through negligence, carelessness or any other cause, whatsoever, might otherwise be liable to me as a result of injuries of any nature that I may suffer, as a result of my participation in the Event. I understand and agree that this Liability Waiver and Release is binding upon me and my heirs, assigns, and legal representatives.

MEDIA RELEASE

I hereby grant my consent and permission to Homes For Our Troops, Inc., Inc. to use any and all information submitted in my application, and/or my name, photograph, videotape, motion picture recording, voice or likeness for any purpose, including pre-race and post-race publicity.

PEOPLE UNDER THE AGE OF 18 YEARS OLD

If I am under 18 years of age at the time of registration, my parents or legal guardians have fully read, understand, and consented to the terms of this Waiver and Release and by signature below authorize my participation.

I HAVE CAREFULLY READ THIS FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY AGREEING TO THIS FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS, AND KNOWING THIS, I AGREE OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME



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AND INTEND MY CLICKING OF THE CHECK BOX TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.