

**HOMES FOR OUR TROOPS, INC.**  
**EVENT PARTICIPATION**  
**FUNDRAISING COMMITMENT, HOTEL REQUIREMENT/BASE TICKET(S), LIABILITY WAIVER,**  
**HOLD HARMLESS AGREEMENT AND MEDIA RELEASE**

I hereby agree to become a member of Team HFOT (Homes For Our Troops) through participation as a runner in the Big Sur International Marathon Weekend 2022 (the "Event"). I acknowledge that the fundraising minimum for each Team HFOT runner in the Event is specific to the race registration category I selected. Fundraising minimum as follows: Marathon \$1,262, 21 Miler \$900, 11 Miler \$700.00 and Own Entry \$500. I hereby commit to raising the respective amount to support the Mission of Homes For Our Troops, Inc.

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 March 24, 2022. 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**

The sponsors of this Event charges the following race application fee for each Charity participant: \$465 for the Marathon (participant portion \$100), \$360 for the 21 Miler (participant portion \$70), \$265 for the 11 Miler (participant portion \$40) and Own Entry Free. I understand I must pay the appropriate amount directly to HFOT at this time to cover these fees. I also understand that this fee is non-refundable, regardless of circumstance. I agree that these fees are my responsibility and that these fees do not count towards my fundraising commitment.

**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).

**CANCELLATION POLICIES**

I understand that I may cancel my participation with Team HFOT for the Event, thereby waiving my responsibility for the minimum fundraising requirements with a doctor's note. To do so I must contact Krista Landry at Homes For Our Troops in writing by November 1, 2021 to Homes For Our Troops 6 Main St. Taunton, MA 02780 ATTN: Krista Landry. *If you have already confirmed your runner's registration/bib in the Big Sur portal you will still have to meet the fundraising requirement for the race.* If you reach out to us after the above date, November 1, 2021 you will still be required to meet the fundraising minimum when you registered for the race. When you secure your bib through Homes For Our Troops you are taking the place of a fundraiser/runner that could run in your place.

As noted above, I understand that my registration fees paid to HFOT and/or the sponsor will not be refunded, regardless of the reason that I withdraw from the Event, even if I am unable to participate in the Event because of injury.

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 all risks of injury or even death. I am aware that Homes For Our Troops is not responsible for and has no role in any aspect of orchestrating or managing the Event.

#### 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., 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 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

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 AND INTEND MY CLICK OF THE "I AGREE" BUTTON TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.