

TEAM ENDURE TO CURE'S BANK OF AMERICA CHICAGO MARATHON FUNDRAISING AGREEMENT

I agree to fundraise a minimum amount of \$1,500 by September 30, 2015 in exchange for a FREE guaranteed entry to the 2015 Bank of America Chicago Marathon. If I do not meet the fundraising requirement by September 30, 2015, I authorize my credit card to be charged for the unmet balance. I further understand that not meeting the fundraising requirement may result in my bib being pulled by the race organizers.

TEAM ENDURE TO CURE'S BANK OF AMERICA CHICAGO MARATHON WAIVER/AGREEMENT

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

I know that participating in the Bank of America Chicago Marathon is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run, however, I also acknowledge that race officials are not responsible to know my medical condition or my ability to participate in and complete this event. I assume all risks associated with participating in Bank of America Chicago Marathon activities including, but not limited to falls; contact with other participants, volunteers and spectators; the effects of the weather, including high heat and/or humidity; traffic and the conditions of the road; and holes and obstructions along the route, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my application, I, for myself and anyone entitled to act on my behalf, waive release and hold harmless any and all race directors, officials, volunteers and sponsors, including but not limited to, Bank of America Chicago Marathon, City of Chicago, State of Illinois, USATF, and their representatives and successors from all claims of liabilities of any kind arising out of my participation in this event. I grant permission to all of the foregoing to use any photographs, motion pictures, recordings or any other record of this event for any legitimate purpose.

Agreement:

I understand that all donations processed by the Endure to Cure Pediatric Cancer Foundation donation office are non-refundable and non-transferable, even if I do not participate in the event. If there is a fundraising minimum I understand that I must raise the amount by the event date.

Waiver, Indemnity and Release of Liability:

I understand that while participating in this event or in training programs and related activities (referred to collectively as "the event"), I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during this event which could result in serious injury or death. I am voluntarily participating in this event with knowledge of all such risks. In consideration of the acceptance of this registration entry, I assume full and complete responsibility for any injury or accident which may occur during my participation in the event, and I hereby release, indemnify and hold harmless the Endure to Cure Pediatric Cancer Foundation, including but not limited to any and all event production partners, and all their affiliates, sponsors, promoters, and all Endure to Cure Pediatric Cancer Foundation employees and other persons and entities associated with this event (all individually and collectively known as "releasees"), from any and all claims, losses, injuries, and liabilities, or damages (collectively, "Damages") that I have or may have in the future based upon any acts or omissions, whether known or unknown, relating to, arising out of, or in connection with, the event, WHETHER SUCH DAMAGES MAY BE CAUSED BY MYSELF OR BY THE NEGLIGENCE, OF ANY DEGREE, OF THE ENDURE TO CURE PEDIATRIC CANCER FOUNDATION OR ANY OF THE RELEASEES. This agreement may not be modified orally or in writing by any individual. I understand and acknowledge that my participation in the event involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate, and I am knowingly participating in the event at my own risk. I intend by this Waiver, Indemnity and Release of Liability to release in advance, and to waive my rights and to discharge all of the releasees (as defined above), from any and all claims, losses or liabilities whatsoever for death,

bodily injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in the event, EVEN THOUGH THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE ENDURE TO CURE PEDIATRIC CANCER FOUNDATION OR THE RELEASEES. I understand and agree that this Waiver, Indemnity and Release of Liability is binding on my heirs, assigns and legal representatives.

I am physically capable of completing this event. I understand that I may be asked to provide a doctor's note or other proof that I am permitted to participate by my primary health care provider. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in this event. I will maintain personal health insurance while participating in the event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I will read the event description and rules for participation in the event and I will abide by all rules and regulations established by the event organizers and personnel as well as the local vehicle code. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.

I understand that my name, photograph, voice or likeness may be used for all promotional purposes related to the event by ENDURE TO CURE, ENDURE TO CURE Events, and their sponsors, beneficiaries, licensees, affiliates and employees. I consent to and authorize, in advance, such use and waive all rights of privacy I have in connection therewith. And I understand that I will not benefit financially from any use thereof.

I have carefully read this Waiver and Release and fully understand its contents. I am aware that by signing this waiver or selecting the "I AGREE" button I am agreeing to its terms, including waiving legal rights. Knowing this, I agree to these terms of my own free will.

On behalf of the minor participant, I hereby irrevocably and unconditionally agree to all of the terms of the Release and Waiver of Liability. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the releasees (defined above), with respect to any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, WHETHER OR NOT NEGLIGENCE HAS BEEN PROVEN, to the fullest extent permitted by law. By signing below or selecting the "I AGREE" button, I am agreeing to these terms and conditions, including waiving legal rights.