

Jack H. Marston II Melanoma Fund
Agreement and Release of Liability
2023 NYC-TCS New York Marathon

Jack's Team: Agreement and Release of Liability

I acknowledge that I have volunteered to participate in the Jack H Marston II Melanoma Fund (Jack's Team) fundraising initiative by raising the appropriate commitment level for the race of my choice and will donate any and all funds raised in conjunction with my participation to The Jack H Marston II Melanoma Fund.

In consideration for being permitted by the Jack H Marston II Melanoma Fund to participate in this initiative, I agree that I and my heirs, distributees, guardians, legal representatives, successors, and assigns will not make a claim against, sue, attach the property of, or prosecute Jack H Marston II Melanoma Fund or any of its affiliated organizations, or their officers, directors, agents or employees, for any losses, injury, death or property damage occurring to me as a result of my participation, directly or indirectly, in the fundraising initiative and/or in any and all of the activities involved in the Jack's Team program, whether caused by the negligence of Jack H Marston II Melanoma Fund or otherwise.

In addition, I release and discharge Jack H Marston II Melanoma Fund and its affiliated organizations, their officers, directors, agents and employees, from all actions, claims or demands, including claims based on the negligence of Jack H Marston II Melanoma Fund or its affiliated organizations, that I and my heirs, distributees, guardians, legal representatives, or successors and assigns may have for any loss, injury, death, or property damage, directly or indirectly, resulting from my participation in the fundraising initiative and/or the activities of the Jack's Team program.

In executing this Agreement and Release, I specifically confirm the following:

1. I understand that training for and running in a marathon is a rigorous and potentially hazardous activity. I further understand that any training information or tips provided to me by Jack H Marston II Melanoma Fund or its affiliated organizations is for general use, and may not be appropriate for my use or my medical or physical condition, and that following any training program does not ensure completion of a marathon without injury. I agree that Jack H Marston II Melanoma Fund and its affiliated organizations, their officers, directors, agents and employees, shall not be liable or responsible for any injury arising out of or in connection with the training programs, information or tips.
2. I understand that Jack H Marston II Melanoma Fund and its affiliated organizations do not own, operate, or sponsor the marathon/race or operate or control the marathon/race course, and I voluntarily assume all risks associated with participating in the marathon, including but not limited to, falls, contact with

vehicles, other participants, spectators or others, the effect of the weather, including high heat, extreme cold, icing, rainfall, flooding and/or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. I further agree that Jack H Marston II Melanoma Fund and its affiliated organizations, their officers, directors, agents and employees, shall not be liable or responsible for any acts or omissions of the marathon sponsors.

3. I understand that travel services, including transportation, lodging and meals are provided by independent contractors who are not agents or servants of Jack H Marston II Melanoma Fund or its affiliated organizations. I agree that Jack H Marston II Melanoma Fund and its affiliated organizations, and their officers, directors, agents and employees, shall not be liable or responsible for any losses, injury, death, or property damage arising out of or in connection with these travel services or for the acts or omissions of such independent contractors.

4. I further grant full permission to any and all of the foregoing to use and reproduce my image or likeness by any audio and/or visual recording technique (including electronic/ digital) now in existence or hereafter invented, for any legitimate purpose, including commercial sales and marketing purposes.

5. I support the Jack's Fund goal of keeping fundraising expenses at a minimum to ensure the maximum amount of funds are invested in research and awareness programs approved or provided by Jack's Fund.

6. I understand registering for the event is separate, and I will complete registration with TCS-NYC Marathon (NYRR) after submitting this document and receiving the charity link from Jack H Marston II Melanoma Fund (Jack's Fund).

7. I understand and agree that I am responsible for the aforesaid commitment unless I notify The Jack H. Marston II Melanoma Fund of my withdrawal from the aforesaid event and from Jack's Team at least 18 weeks prior to the event (includes reasons due to injury or a personal nature).

I have carefully read this Agreement and Release and fully understand its contents. I am aware that this is a release of liability between myself and Jack H Marston II Melanoma Fund (Jack's Fund) and its affiliated organizations and sign it of my own free will.

The initials or mark and date that I provide on the online registration form serves as my signature and date for this Agreement and Release Liability.