

PARTICIPANT WAIVER: Bank of America Chicago Marathon
RELEASE AND INDEMNIFICATION

Participant Release and Waiver of Liability Agreement

I am over the age of 18 as I hereby certify the following: (1) I am physically fit and have received medical clearance to participate in the Bank of America Chicago Marathon; (2) In consideration of my application to participate in the Arthritis Foundation charity marathon team being accepted, I, on behalf of myself, my heirs and assigns, and my estate, hereby waive and forever discharge The Arthritis Foundation, Inc., its sponsors, organizers, affiliates, as well as their agents and employees, from any and all claims that may accrue as the result of my participation; (3) I hereby grant The Arthritis Foundation, Inc. specific permission to reproduce, publish, circulate, copyright or otherwise use any and all photographs and/or videotape of me and/or my family, taken at the Bank of America Chicago Marathon, for use by The Arthritis Foundation, Inc.; (4) I acknowledge that the fundraising minimum to participate on the Arthritis Foundation charity marathon team is \$1,500; (5) I acknowledge that Charity guaranteed entries cannot be deferred, regardless of injury or other reasons for non-participation and that I am required to fundraise the minimum \$1,500 whether I participate or not; (6) I acknowledge that if I do not reach the \$1,500 minimum by one month after the Bank of America Chicago Marathon that my credit card will be charged the difference between the minimum and what I have fundraised; (7) I acknowledge that registering for the Bank of America Chicago Marathon is a separate registration from signing up for the Arthritis Foundation charity marathon team; (8) I acknowledge that I must pick up my own materials in person at the Abbott Health & Fitness Expo; (9) I understand that this waiver has important legal consequences and limits my ability to recover money if I am injured as a result of my participation in this event. I have been given the opportunity to discuss its terms and consequences with an attorney of my choosing if I wish to do so.

I understand and acknowledge that participation in the Arthritis Foundation Charity Marathon team is voluntary. I assume all inherent and other risks and accept responsibility for any property damage or loss and for any personal serious injury, illness, disability, emotional distress, and/or death that I may suffer, whether described in this release or not. I further agree to forever release and discharge The Arthritis Foundation, Inc. from and agree not to sue for any and all liability or claims. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes losses both known or unknown, regardless of or alleged to be caused by the negligence of The Arthritis Foundation, Inc. to the fullest extent permitted by law. I agree that the substantive laws of Georgia govern this Agreement and any dispute I have with The Arthritis Foundation, Inc. and consent to jurisdiction in Georgia. Any mediation, suit or proceeding will be entered into only in Georgia. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability to the remaining provisions.

I have read this Agreement, understand its contents and I sign it voluntarily. I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify The Arthritis Foundation, Inc. for any claims arising from my participation in the Bank of America Chicago Marathon and Arthritis Foundation charity marathon team. It is my responsibility to report any and all personal physical conditions that could impact my participation and to report any unsafe conditions that I may encounter to the appropriate authority. I understand that this Agreement has no expiration date and remains in effect at all times that I am participating on the Arthritis Foundation Charity Marathon team and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

Signature: _____ Date: _____