



## 2023 TCS New York City Marathon Team Children's Aid Commitment Form

Participant's Full Name (print): \_\_\_\_\_

Preferred E-mail Address: \_\_\_\_\_

Preferred Phone Number: \_\_\_\_\_

(Please indicate if home or cell)

Preferred Mailing Address: \_\_\_\_\_

Thank you for joining Team Children's Aid for the 2023 TCS New York City Marathon. As a member of the team, you pledge \$3,000 to Children's Aid. You can fulfill your commitment personally or through fundraising. All donations to Children's Aid are tax-deductible and must be submitted by **Friday, October 6, 2023**. You must provide a valid credit card number in order to participate through Team Children's Aid. Your credit card will be charged for any remaining pledge balance on **Friday, October 13, 2023**.

1. Type of Card:      Visa      MasterCard      American Express      Discover

2. Name as it Appears on Card: \_\_\_\_\_

3. Card Number: \_\_\_\_\_

4. Expiration (MM/YY): \_\_\_\_\_ CVV: \_\_\_\_\_

5. Billing Address:      Same as Preferred Above      New address (please specify below)

\_\_\_\_\_  
\_\_\_\_\_

**CANCELATION POLICY:** You may cancel your participation with Team Children's Aid for the 2023 TSC New York City Marathon any time before **Monday, August 14, 2023**; however, your TCS registration fee will not be refunded by NYRR and you will be charged \$75 by Children's Aid. Contact Manager of Events Cristina Valbuena-Castor ([events@ChildrensAidNYC.org](mailto:events@ChildrensAidNYC.org)) in writing *before* the cancellation date. However, after signing this commitment form, you are responsible for fulfilling your entire \$3,000 pledge, even if you are unable to participate in the marathon. In no event can donations received by Children's Aid be refunded.

Confirm your agreement to the foregoing terms and your \$3,000 pledge to Children's Aid by signing below. Welcome to Team Children's Aid!

\_\_\_\_\_  
Signature of the Participant

\_\_\_\_\_  
Date (MM/DD/YYYY)

## CONSENT, LIABILITY WAIVER, AND MEDIA RELEASE

***PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.***

As a participant in the 2023 TCS New York City Marathon as a participant/member of Children's Aid Team Children's Aid, including pre- [and post-] New York City Marathon training, coaching, and all related events and activities organized or involving Children's Aid or Team Children's Aid (collectively, the "Race Activities" or "Activities"), I agree to all of the following terms and conditions:

1. I acknowledge, agree, and represent that I understand the nature of the Race Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities.
2. I agree not to enter and participate in the Activities unless I am medically able to do so and am properly trained.
3. I fully understand that (a) training for and participation in the TCS New York City Marathon are potentially hazardous activities and involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the conditions in which the Activity takes place, or the negligence or fault of the "Released Parties" named below; and (c) there may be other risks and economic or non-economic losses either not known to me or not readily foreseeable at this time, including, but not limited to, those arising from or relating to terrorist attacks, natural or man-made disasters, pandemics, and other Acts of God. I fully accept and assume all risks associated with the Activities, including, but not limited to: falls, contact with other participants, spectators, vehicles, or others, the effects of weather, including heat, humidity or cold, traffic, and road and course conditions, and fully accept and assume all responsibility for losses, costs, and damages I incur[s] as a result of my participation in the Activities.
4. I understand that Team Children's Aid plans to offer "virtual coaching" available to Team Children's Aid participants/members in support of preparation/training for the TCS New York City Marathon, from time to time, and that it is my choice whether to avail myself of this "virtual coaching." I will not hold Children's Aid responsible for any injury, undesirable results, or unachieved goals due to this "virtual coaching." I understand that Children's Aid and Team Children's Aid reserves the right to modify or discontinue the "virtual coaching" at any time.
5. I agree and accept full responsibility to obey the traffic and rules of safety for the Race Activities and related training, and not to engage in unnecessary distractions during the Race Activities and related training or coaching.
6. In order to ensure a safe race day, I understand that runners traveling to New York are expected to adhere to federal, state, and local health and safety guidelines, including any necessary pre-travel testing, quarantine, and vaccination requirements. [NYRR's guidelines](#) include health and safety protocols all runners must abide by during bib number distribution and on race day.
7. In the event that the Activities and TCS New York City Marathon are canceled at any time and for any reason, I understand that I am not entitled to a refund for any Event Fees. In addition, Children's Aid's participation in the subsequent year's Race cannot be guaranteed, therefore, it is not guaranteed that I can defer my participation. It is also understood that should the event be canceled, Children's Aid will not refund any donations that have been raised or received in connection with the program, nor is the NYRR liable for reimbursement.

8. I understand that if New York Road Runners has elected to disqualify and/or ban my participation in the Race Activities, Children's Aid is not liable for loss of Event Fees.
  
9. I understand that Children's Aid is a non-discriminatory, anti-racist organization and does not exclude or treat people differently because of race, color, religion, gender, gender identity, national origin, age, disability, sexual orientation, marital status, or any other legally protected category. No person shall be excluded from participation in, or be subjected to discrimination at, any Children's Aid fundraising event by staff, vendors, or guests because of these or any other protected category. Safety and well-being are priorities; those in violation may be asked to leave or be prohibited from future participation. For more details, please contact the Development Office.

I hereby agree to release, hold harmless, and forever discharge, for myself and for my heirs, executors and administrators, and for minors for whom I am a legal guardian, Children's Aid, its parents, subsidiaries, affiliates, officers, directors, trustees, employees, contractors, consultants, coaches, volunteers, agents, attorneys, and representatives, Team Children's Aid, and any other party associated with the development and execution of the Race Activities (collectively, the "Released Parties"), from any and all causes of action, liabilities, damages, suits, debts, claims, and demands of any kind whatsoever (including attorney's fees, costs and expenses), known or unknown, arising from, or in any way related to, my participation in the Race Activities, any training/coaching opportunities provided, virtual or otherwise, including but not limited to, any claims or causes of action for injuries that I may sustain as a result of my [his/her] participation in the Race Activities and/or in any training/coaching provided by Children's Aid or any of its affiliates, vendors, contractors, or consultants, even though any such claim or liability may arise out of ordinary negligence or fault on the part of any of the foregoing persons or entities.

On behalf of myself, I certify that I am 18 years of age or older, and have read, understand, and agree to all of the terms and conditions of this Consent, Liability Waiver & Release, as outlined above.

Signature: \_\_\_\_\_

Full Name (Printed): \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_

### Photo and Media Consent & Release

1. In addition, I hereby grant to Children's Aid or anyone or entity authorized by Children's Aid, including but not limited to, any media outlet working with Children's Aid, a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and permission to use, reproduce and publish: (a) photographs, film, videotape, audiotape, digital media, or any other media of me (the "Images"), including my image and likeness in connection with the Images, and to identify me by name in connection with the Images; (b) any statements, articles or other writings describing my participation in the Activities; and (c) my biographical information in connection with the Images, in any and all promotional, advertising, marketing, fundraising, educational, activities or materials, or in any other manner or media that CAS sees fit [to conduct, promote or otherwise inform or educate others about the programs of Children's Aid, or for any other purpose that furthers the mission of Children's Aid].
2. I understand and agree that I shall have no right to inspect or approve finished versions of the Images, including written or spoken copy that may be created in connection therewith.
3. I understand any and all materials and reproductions of materials including my image and likeness, are the property, solely and completely, of Children's Aid and that Children's Aid shall own all rights and intellectual property rights to all such material that includes any of the above items.
4. I understand and agree that I shall have no right or claim to any compensation in connection with the use, reproduction or publication of the Images, or for any other reason.
5. I understand and agree that I shall have no claim arising out of the use, alteration, or distortion of my name, likeness, photograph, a videotape or audiotape or portion of a video or audiotape containing my image, voice, or likeness.
6. I understand that any of the above items or Images may be distributed, published and publicly displayed worldwide in any current or future media, including marketing, promotional, fundraising material, magazines, newspapers, on the Children's Aid website, and on the Internet, to promote, among other things, the activities and fundraising efforts of Children's Aid.
7. I/we understand that once the news media interviews and/or photographs me and/or my child/minor, the media owns all rights to that footage and Children's Aid has no authority over where or when it is displayed. The footage can be used how the news media sees fit throughout the world in perpetuity.
8. I expressly release and hold harmless Children's Aid and its directors, officers, trustees, employees, agents, licensees and assigns from any and all claims which I have or may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of the Images.

On behalf of myself, I certify that I am 18 years of age or older, and have read, understand, and agree to all of the terms and conditions of this Photo and Media Consent & Release, as outlined above.

Signature: \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Full Name (Printed): \_\_\_\_\_

**Please email or mail your completed form with handwritten or digital signature to the attention of:**

**Manager of Events Cristina Valbuena-Castor**

**Children's Aid, 117 West 124<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, New York 10027 | [events@ChildrensAidNYC.org](mailto:events@ChildrensAidNYC.org)**