



YMCA of Metuchen, Edison, Woodbridge and South Amboy
2023 TSC NYC Marathon
Team YMCA Commitment Form

Participant's Full Name (Print): _____

Preferred E-Mail Address: _____

Preferred Phone Number: _____

(please circle: home or cell)

Preferred Mailing Address: _____

Social Media Handles: _____

____ I would like to confirm an offer of guaranteed entry and a bib with Team YMCA (min. \$3,000 fundraising commitment)

On behalf of the YMCA of Metuchen, Edison, Woodbridge and South Amboy (MEWSA), thank you for joining Team YMCA for the 2023 TSC NYC Marathon on November 5, 2023. As a member of the team, you pledge **\$3,000** to the YMCA of MEWSA. You can fulfill your commitment personally or through fundraising. All donations to the YMCA of MEWSA are tax-deductible and must be submitted by **Thursday, November 30, 2023**. You must provide a valid credit card number through our fundraising site, HAKU, in order to participate through Team YMCA. Your credit card will be charged for any remaining pledge balance on **Monday, December 4, 2023**.

CANCELATION POLICY: You may cancel your participation with Team YMCA for the 2023 TSC NYC Marathon any time before **Tuesday, September 5, 2023**; however, your race registration fee will not be refunded by NYRR and you will be charged \$75 by the YMCA of MEWSA. Contact Director of Development, Elizabeth Bennett (Elizabeth.Bennett@ymcaofmewsa.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 the YMCA be refunded. Confirm your agreement to the foregoing terms and your \$3,000 pledge to the YMCA by signing below. Welcome to Team YMCA!

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 TSC NYC Marathon as a participant/member of the YMCA of Metuchen, Edison, Woodbridge and South Amboy's Team YMCA, including all related events and activities organized or involving YMCA or Team YMCA (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 TSC NYC 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 YMCA may plan to offer "virtual or in-person coaching or training activities" available to Team YMCA participants/members in support of preparation/training for the TSC NYC Marathon, from time to time, and that it is my choice whether to avail myself of this "virtual or in-person coaching or training". I will not hold YMCA responsible for any injury, undesirable results, or unachieved goals due to this "virtual or in-person coaching or training". I understand that the YMCA and Team YMCA reserves the right to not offer, modify or discontinue the "virtual or in-person coaching or training" 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 the event that the Activities and 2023 TSC NYC 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, the YMCA'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, the YMCA will not refund any donations that have been raised or received in connection with the program, nor is the NYRR liable for reimbursement.
7. I understand that if New York Road Runners has elected to disqualify and/or ban my participation in the Race Activities, the YMCA is not liable for loss of Event Fees.

8. I understand that the YMCA 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 YMCA 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, YMCA of Metuchen, Edison, Woodbridge and South Amboy, its parents, subsidiaries, affiliates, officers, directors, trustees, employees, contractors, consultants, coaches, volunteers, agents, attorneys, and representatives, Team YMCA, 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 the YMCA 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): _____

Please mail or email your completed application to the attention of:

Elizabeth.Bennett@ymcaofmewsa.org

Elizabeth Bennett, Director of Development

YMCA of MEWSA

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Metuchen, NJ 08840