



Terms and Conditions RACE REGISTRATION AND REFUND POLICY

Registration fees paid to Misericordia Home are non-refundable and non-transferable.

I understand that by registering for the Misericordia Heartracers team, I have not yet officially registered for the Bank of America Chicago Marathon. If I only notify Misericordia Home of my intent to run and do not register for the race, I will not have successfully secured an entry. Misericordia reserves the right to deny registration and participation with the Misericordia Heartracers team due to unfulfilled fundraising obligations in the past.

Guaranteed Charity Entry: If I am registering for a guaranteed charity entry, I must complete a second step and register directly on the Chicago Marathon website as a member of the Misericordia Heartracers in order to secure my entry in the race.

Self-Secured Entry: If I have signed up for the Misericordia Heartracers team as a self-secured entrant, I understand that I am responsible for securing my own race entry including paying any associated registration costs.

If I should apply to run the Chicago Marathon both through the non-guaranteed entry application and also as a charity program runner for Misericordia Home, the Chicago Marathon stipulates that my charity entry will supersede any entry I may secure through the drawing, and I will be responsible for all associated fundraising minimums with a guaranteed charity entry.

NO CANCELLATION OR DEFFERMENT POLICY

Due to the limited number of guaranteed charity entries available to Misericordia Home, the Bank of America Chicago Marathon and Misericordia's reliance on the resources these entries generate for their marathon program and the residents Misericordia serves, I acknowledge that there is not a withdrawal/drop option from the team and/or the race, and that I am responsible for meeting the minimum fundraising goal regardless of injury, health issue or unforeseen circumstance. I also acknowledge that I understand that the Chicago Marathon prohibits charity entrants from deferring their entries to the following year.

COMMITMENT TO THE FUNDRAISING MINIMUM

I understand that I am responsible for meeting my designated fundraising minimum (based on my registration type and date) *no less than one month after the event.*

Fundraising Minimums by Registration Type

- **Guaranteed Charity Entry** (registered on or before November 30, 2017) - \$1,000
- **Guaranteed Charity Entry** (registered after November 30, 2017) - \$1,500

Regardless of my participation in the race or any other circumstances, I agree to fulfill my entire fundraising commitment. In the event I do not meet my fundraising minimum, I agree to submit payment to Misericordia for the remaining difference (fundraising minimum minus amount raised) within one week after the deadline. I commit to responding to communication from Misericordia Home regarding my fundraising commitment and provide updated and accurate payment information so that the difference can be covered (if necessary).

MARATHON RULES

I agree to abide by all of the event rules established by the Bank of America Chicago Marathon.

PRIVACY AND PUBLICITY

I further acknowledge that my name, photograph, voice or likeness may be used by Misericordia Home and the Misericordia Heartracers team, its agents and others working for it or on its behalf, and their respective licensees and successors, and assigns. I give Misericordia the unlimited right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise leverage my name (or if Misericordia so chooses, any fictional name identifying me), picture, likeness, voice, and biographical information and any material based thereon or derive therefrom, together with any actual or fictional material, or to refrain from so doing, in any manner of media whatsoever (whether now known or hereafter devised) for the purposes of advertising, promoting and/or publicizing Misericordia Home, the Misericordia Heartracers team, or Misericordia's products and services.

I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, fictionalization, blurring, distortion, faulty reproduction, illusionary effect, or use in any composite form of my name, picture, likeness, voice or biographical information. I consent to and authorize, in advance, such use and waive any rights of privacy and/or publicity I may have in connection therewith.

OTHER ACKNOWLEDGMENTS

I understand that weather, emergencies, or other circumstances may cause cancellation or postponement of this event. I understand that no contributions, payments, or expenses will be refunded to me or anyone else.