



## 2017 NYC Marathon Participant Agreement

Thank You for your interest in running in the 2017 New York City Marathon, which will take place on Sunday, November 5, 2017, to raise money to support the Huntington's Disease Society of America (hereafter HDSA) an IRS 501 (c) (3) charity organization. We appreciate your desire to support HDSA and our mission to improve the lives of everyone affected by Huntington's disease and their families.

This letter serves as an agreement between you and HDSA for the purpose of setting forth the terms and conditions regarding you receiving an entry slot from HDSA to run in the 2017 New York City Marathon (hereafter NYC Marathon) to raise funds to benefit HDSA. Completion of this agreement is required prior to receiving a slot on the HDSA NYC Marathon team.

Applications will **only** be accepted on Wednesday March 8, 2017 starting at 9am (Eastern Time). Applications sent prior to this time will not be considered. Incomplete applications will not be considered.

Please e-mail your completed application on Wednesday, March 8, 2017 to [mperez@hdsa.org](mailto:mperez@hdsa.org) Subject Line 2017 HDSA NYC Marathon Team or via fax (212) 239-3430.

### Terms & Conditions

1. Beginning on the date of this signed agreement and concluding on Monday, October 9, 2017 you agree to raise/collect a minimum of \$3,500 and forward 100% of the donations to the:  
Huntington's Disease Society of America  
Attention: Mynelly Perez  
505 8th Avenue, Suite 902  
New York, NY 10018.

Initial \_\_\_\_\_

2. If donors wish to receive a tax receipt for their donations, please ask the donors to make their donation by individual check (that has the donor's name and address on it). The check must be made out to the **Huntington's Disease Society of America**, not to you as an individual.

Checks should be forwarded to HDSA within 30 days of receipt for appropriate processing and acknowledgement in accordance with IRS guidelines.

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3. If you are collecting cash, you agree to combine all the monies collected during your fundraiser and write one check for one lump sum made out to **Huntington's Disease Society of America** and mail the check to:

Huntington's Disease Society of America  
Attention: Mynelly Perez  
505 8th Avenue, Suite 902  
New York, NY 10018

For individuals donating cash wishing to receive a tax receipt from the HDSA, please send the list of donors with the donation amount and their mailing address to the National Office of HDSA at the above address, and we will mail them a tax receipt thank you letter.

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4. Per the New York Road Runners Club (organizers of the NYC Marathon) all online fundraising must take place on HDSA's Fundraising page on CrowdRise. Please only use the link sent to you by HDSA.

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5. **You agree to mail the money you have collected to the Huntington's Disease Society of America by October 9, 2017**, which is four weeks prior to the day of the NYC Marathon, Sunday, November 5, 2017.

**You agree that in the event that you do not meet the minimum donation requirement of \$3,500 by, October 9, 2017, you hereby authorize HDSA to charge the difference between the amount raised and the minimum required donation to a valid credit card number with an expiration date after December 2017. (MasterCard, Visa, American Express and Discover are accepted.)** Please provide the credit card information at the end of this agreement letter.

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6. **You agree to register for the New York City Marathon no later than May 1, 2017 using the e-mail invitation that HDSA sends to you. If you do not register for the marathon by this date you will automatically forfeit your spot in the team.**

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7. In the event you choose to cancel this agreement or are unable or to run in the NYC Marathon, you hereby authorize HDSA the right to charge your credit card the amount of \$575.00 which is equal to the amount HDSA paid for the 2017 NYC Marathon entry slot. Cancellations must be submitted in writing no later than June 1, 2017.

In the event that you cancel your participation after June 1, 2017, you hereby authorize HDSA the right to charge your credit card the remaining balance of the \$3,500 fundraising commitment.

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8. This agreement permits you to use the Huntington's Disease Society of America name for solicitation materials in support of your participation in the 2017 NYC Marathon.

**Prior to printing, publishing, disseminating or displaying the materials, you must secure approval by National HDSA's Communications and Marketing Department and Development Department for all such materials in which the Huntington's Disease Society of America's name or logo appears.**

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9. You agree to include the following disclaimer on all materials: *"The Huntington's Disease Society of America's name and logo is used with permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual, or political position."*

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10. You agree to pay all costs associated with your travel to New York City to participate in the 2017 New York City Marathon, as well as any costs you choose to incur for developing any promotional or marketing materials for the fundraising program.

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11. You represent and warrant that you will forward to the National office of the Huntington's Disease Society of America one hundred percent (100%) of the donations you collect under the terms outlined in item #1 of this agreement. You shall indemnify, defend and hold the HDSA harmless, including its chartered entities, and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to your business and the fundraising activities authorized hereunder.

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12. You agree to comply with all federal, state and local charitable solicitation statutes, regulations and ordinances that affect or apply to you and the fundraising activities authorized hereunder.

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13. You agree that any tax credit accrues to the original donor and not to you as a third party conveyer of the donation.

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14. You agree that you shall not assign or in any way transfer any of the obligations, duties or responsibilities under this Letter of Agreement without the prior written permission of the Huntington's Disease Society of America.

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15. This Letter of Agreement constitutes the entire agreement and understanding between you and the Huntington's Disease Society of America with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in a writing signed by both you and an authorized representative of the Huntington's Disease Society of America.

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I, the undersigned agree to the terms and conditions of this letter agreement to indemnify and hold harmless the Huntington's Disease Society of America (HDSA) from all cost, expense and liability arising out of my participation in the NYC Marathon to benefit the HDSA.

I do hereby waive all claims for damage or loss to me or my child's person or property which may be caused by any act or failure to act, by HDSA, its officers, agents, volunteers or employees arising directly or indirectly from my participation in 2017 NYC Marathon; and I hereby assume liability for any loss, damage or other liability from such event.

I hereby give permission to the HDSA and their respective designees to take, use, reproduce and publish any and all photographs and videotapes which may be taken of me immediately before, during or immediately after the 2017 NYC Marathon without compensation to me. I understand and agree that all such photographs and videotapes will be the sole and complete property of the HDSA.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Credit Card Information:

Master Card  Visa  Discover  American Express

Credit Card Number : \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (Card must expire after 12/1/17)

CVV Number: \_\_\_\_\_

Name (on card): \_\_\_\_\_

Billing Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_