

COMMITMENT AGREEMENT & RELEASE AND INDEMNIFICATION

Commitment Agreement:

We are excited that you are a 2016 Bank of America Chicago Marathon Team participant for the American Diabetes Association (the "Association"). We appreciate your help in achieving our goal of building healthier lives, free of diabetes. As such, you commit to raising at least \$1,000 (the "Fundraising Minimum") for the Association, per the rules and regulations of the Bank of America Chicago Marathon Charity Program.

Please complete the following to secure your spot as a 2016 Team Diabetes Bank of America Chicago Marathon Team participant.

We require 75% (\$750) of the Fundraising Minimum no later than 10 days prior to the Bank of America Chicago Marathon and 100% (\$1,000) no later than 30 days after the Bank of America Chicago Marathon. If you have not met the 75% deadline, then your race bib will be held until payment is received. If you have not met the 100% post-marathon deadline, your credit card will be charge for the remainder of the commitment. For example if 30 days after the event you have turned in \$500, we will charge your credit card \$500.

If you are unable to run in the Chicago Marathon because of injury or any other reason, by signing this form you commit to raise at least \$500 for the Association. If you have already raised more than \$500, all donations raised in the Association's name must be submitted to the Association and remain with the Association. If you are unable to run in the 2016 Chicago Marathon, your entry cannot be deferred or transferred.

By submitting this form, we cannot guarantee your entry until the entry has been accepted, once your entry has been accepted you are guaranteed a spot at the Bank of America Chicago Marathon as a member of Team Diabetes. Submittal of this form is separate from the Bank of America Chicago Marathon waiver and registration.

Thank you for joining Team Diabetes®.

PLEASE RETURN THIS FORM ASAP, your spot is not guaranteed until we receive your fully completed commitment form. The marathon entries are very valuable and in high demand. Thank you in advance for your understanding.

Name (Please print): _____

Credit Card Information (on file with the Association office): MasterCard Visa Discover American Express

Credit Card Number _____ Exp. Date: _____/_____/_____

CVV Sec. Code: _____

Name as it appears on card _____ Date: _____

Billing Address _____ City, State, Zip Code _____

Phone Number _____ Email Address: _____

Cardholder's Signature (by signing, I agree to the above conditions) _____

Release and Indemnification:

The 2016 Team Diabetes Marathon program involves running long distances, walking long distances, strength training, stretching – as well as other potentially hazardous activities which may include risks such as, but not limited to, falls, contact with other participants, sports injuries, serious bodily injuries, effects of weather, traffic, exposure to cold and heat. In consideration of being allowed to participate in this event, I hereby expressly assume all risks, including personal injury, fatalities, and other physical injury arising out of my participation in 2016 Team Diabetes Bank of America Chicago Marathon and related activities, as well as any activities involved in training for or otherwise preparing for such event.

It is my responsibility to provide and properly use clothing and shoes suited to running and/or walking, and to ensure that all clothing and equipment are properly fitted and appropriate for my use in this event. Although refreshments and other assistance may be made available during this event, I am solely responsible for my own health and safety. I understand that it is my responsibility to consult with a physician to determine my fitness to engage in these activities. I agree to stop and request assistance if I experience any symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain or any other conditions which would make it difficult or unsafe to continue.

I agree, for myself, my heirs, executors, and administrators, to not sue and to release, indemnify and hold harmless, the American Diabetes Association, Inc., its Affiliates, officers, directors, volunteers and employees and all sponsoring businesses and organizations and their agents and employees, from any and all liability, claims, demands, and causes of action whatsoever, arising out of my participation in this event and related activities -- whether it results from the negligence of any of the above or from any other cause.

The foregoing release and indemnification agreement shall be as broad and inclusive as is permitted by the State of Illinois in which the event is conducted. If any portion of it is held invalid, the balance shall continue in full force and effect.

I have read, understand, and agree to the terms of this Agreement.

Participant's Signature: _____

Printed Name: _____

Date: _____

I am the legal guardian of Participant, and I hereby consent to his/her participation. I have read the foregoing release and indemnification agreement, and I hereby agree on behalf of myself and Participant to its terms.

Parent/Guardian's Signature: _____

Printed Name: _____

Date: _____

PLEASE RETURN THIS FORM TO:

American Diabetes Association
55 E. Monroe Street
Suite 3420
Chicago, IL 60603

Email: teamdiabeteschicago@diabetes.org

Fax: 312-346-5342