

OPPORTUNITY KNOCKS
2017 Bank of America Chicago Marathon
Commitment and Waiver Form
Charity Registration

_____ First Name _____ Middle Initial _____ Last Name

_____ Mailing Address

_____ Mailing Address 2 (Suite/Apt./Unit No.)

_____ City _____ State _____ Zip/Postal Code

_____ E-mail _____ Phone Number

_____ Shirt Size _____ # of half Marathons _____ # of Marathons

FUNDRAISING REQUIREMENTS

Runners who apply until November 29 for a guaranteed entry are expected to fundraise a minimum of \$1000. After the drawing closes, runners are expected to fundraise a minimum of \$1500. Funds must be collected by or before November 8, 2017. Any shortfalls in overall fundraising will be accounted for on this date. _____ initials

INJURIES, ILLNESSES, BIB TRANSFER, AND DEFERRMENT

Guaranteed entry into the 2017 Bank of America Chicago Marathon by way of charity CANNOT be deferred, donated, refunded, or transferred. By signing this waiver, you are committing to raise the \$1,000 fundraising minimum regardless of injury, illness, or any other unforeseen circumstance that may prevent you from participating in the 2017 Bank of America Chicago Marathon of race day (October 8, 2017) _____ initials

RACE DETAILS

I acknowledge that the 2017 Bank of America Chicago Marathon requires all participants to be 16 years of age or older on race day (October 8, 2017). I am aware that there is a course net time limit of six and a half hours, and that early starters are not allowed. Finally, I understand that all race participants must be present to show a government-issued photo ID in order to pick up their own Participant Packet at the Health & Fitness expo. . _____ initials

Please note that individuals are NOT guaranteed entry into the 2017 Bank of America Chicago Marathon by completing and submitting this Commitment and Waiver form. Guaranteed charity entries are LIMITED and are available on a first-come first-served basis. When the number of spots allocated to Opportunity Knocks Runners is depleted, entry through this process may no longer be available. If selected for guaranteed entry through Opportunity Knocks Runners, runners are responsible for registering for the race on their own and paying all race registration fees – fees will be reimbursed to runners by Opportunity Knocks when \$1,000 fundraising minimum is reached. _____ initials

I understand there may be additional details and paperwork provided by Opportunity Knocks in order to participate as an Opportunity Knocks Runner. _____ initials

OPPORTUNITY KNOCKS, INC. – BANK OF AMERICA CHICAGO MARATHON WAIVER

Opportunity Knocks, Inc., an Illinois not for profit corporation (hereinafter referred to as “Opportunity Knocks”) is committed to participating in the Bank of America Chicago Marathon event in a safe manner and holds the safety of the Opportunity Knocks Runners in high regard. Opportunity Knocks strives to reduce risks associated with this event and, accordingly, insists that all participants follow all safety rules, instructions and directions of staff and race officials. However, participants and parents/ guardians of minor participants must recognize the inherent risks of injury when choosing to participate in the Chicago Marathon, which is a running/ walking event utilizing public roadways and walkways.

You are solely responsible for determining if you or your minor children/ wards are sufficiently fit and skilled physically and mentally to participate safely in the Bank of America Chicago Marathon. You are advised, especially if the participant is pregnant, disabled in any way, suffer from or recently suffered from an illness, injury or other impairment, to consult a physician before participating in the Chicago Marathon. You are also solely responsible for deciding what, if any, protective helmets, shoes, clothing and other equipment will be worn by you and your minor child/ ward.

WARNING OF RISKS

You are also warned and requested to recognize and remember the following:

1. Roadways are constructed and maintained for use by motor vehicles and are not intended to be used by pedestrians. Cracks, potholes, uneven surfaces and other irregularities pose serious risks of injury and even death to participants. It is recommended that participants familiarize themselves with the Bank of America Chicago Marathon course and the condition of the course roadway surface prior to the event.
2. The Bank of America Chicago Marathon is intended to challenge and engage the physical, mental and emotional resources of the participants. Even with careful and proper preparation, conditioning, instruction, medical advice, and equipment, there remains a risk of serious injury and death when participating in a running/walking event utilizing sidewalks and roadways, such as the Chicago.
3. Not all risks and dangers can be foreseen. Participants are reminded that risks, dangers, hazards and resulting injuries and death can also exist because of inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, criminal activity, inadequate or defective equipment, inadequate supervision, instruction, or officiating, dehydration, overexertion, being struck by other participants, bicycles or motor vehicles, and all other circumstances inherent in outdoor running and walking activities utilizing roadways and walkways. Accordingly, Opportunity Knocks is not responsible for and does not guarantee anyone’s safety.
4. Any accident, injury, death, and damage arising out of or relating to participation in the Bank of America Chicago Marathon by the participant or the minor children/ wards of participant shall be and is the sole liability and responsibility of the participant.

WAIVER/ RELEASE OF CLAIMS AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the Bank of America Chicago Marathon, the undersigned, for himself, herself and for his or her minor children/wards, hereby AGREES TO AND DOES FOREVER DISCHARGE AND RELEASE OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL LEGAL LIABILITY AND TO NOT SUE OPPORTUNITY KNOCKS AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FOR ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY OR DIRECTLY OR INDIRECTLY ARISING FROM THE PARTICIPATION BY PARTICIPANT OR PARTICIPANT'S MINOR CHILDREN/WARDS IN THE BANK OF AMERICA CHICAGO MARATHON. THIS INCLUDES BUT IS NOT LIMITED TO INJURIES, DEATH, OR PROPERTY DAMAGE ARISING FROM NEGLIGENCE BY OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS.

FURTHER, PARTICIPANT HEREBY AGREES TO HOLD HARMLESS OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS OF AND FROM ANY AND ALL LIABILITY OF ANY NATURE WHATSOEVER AND FROM ALL DEATH, INJURIES OR SICKNESS TO PARTICIPANT AND PARTICIPANT'S MINOR CHILDREN/WARDS OR DAMAGES WHICH MAY BE SUFFERED BY PARTICIPANT OR PARTICIPANT'S MINOR CHILDREN/ WARDS DURING THEIR PARTICIPATION IN THE BANK OF AMERICA CHICAGO MARATHON AND FROM ANY ACT OR FAILURE TO ACT OF OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS. FURTHER, PARTICIPANT HEREBY INDEMNIFIES OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FROM ANY CLAIMS THAT MAY ARISE OR BE RELATED TO THE PARTICIPATION BY PARTICIPANT AND PARTICIPANT'S MINOR CHILDREN/WARDS IN THE BANK OF AMERICA CHICAGO MARATHON. THIS INCLUDES BUT IS NOT LIMITED TO ALL CLAIMS FOR COMPENSATION, BODILY INJURY, DEATH, PROPERTY DAMAGE, COSTS, EXPENSES, AND ATTORNEY'S FEES, WHETHER OR NOT ARISING OUT OF THE NEGLIGENCE OF OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS.

PARTICIPANT AGREES TO AND SHALL FOR PARTICIPANT, PARTICIPANT'S MINOR CHILDREN/ WARDS, AND ALL OF THEIR RESPECTIVE HEIRS, ASSIGNS, AND REPRESENTATIVES INDEMNIFY OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL LOSSES, CLAIMS, ACTIONS, CAUSES OF ACTION, OR PROCEEDINGS OF ANY KIND WHICH MAY BE INITIATED BY OR FOR PARTICIPANT, PARTICIPANT'S MINOR CHILDREN/ WARDS, OR ANY OTHER PERSON OR ORGANIZATION FOR ITSELF OR ON BEHALF OF PARTICIPANT OR PARTICIPANT'S MINOR CHILDREN/WARDS, INCLUDING BUT NOT LIMITED TO DEMANDS FOR DAMAGES, JUDGEMENTS, COSTS, EXPENSES, LOSS OF SERVICES OR PROFITS AND ATTORNEY'S FEES FROM ANY PARTICIPATION IN , ACTIVITIES RELATED TO OR OCCURRENCES RELATED TO THE BANK OF AMERICA CHICAGO MARATHON.

AUTHORIZATIONS

1. **MEDICAL** Participant hereby authorizes Opportunity Knocks to, in the event of a medical emergency, render, obtain or attempt to obtain emergency medical treatment for participant and participant's minor children/wards. Opportunity Knocks will take reasonable efforts to notify participant upon learning of an accident involving participant's minor children/wards prior to rendering or obtaining emergency medical treatment for a minor, if feasible in the sole opinion of Opportunity Knocks. Participant authorizes Opportunity Knocks to release medical information about participant and participant's minor children/wards known to Opportunity Knocks to the extent that Opportunity Knocks determines, in its sole discretion, that such release is necessary or may be helpful for the treatment of participant or participant's minor children/wards. Participant releases and indemnifies Opportunity Knocks of and from any and all claims, actions, injuries, damages, losses, costs, expenses and attorney's fees arising from any such release of or failure to release medical information, from the obtaining of or rendering of medical treatment, or the failure to obtain or render any such medical treatment.

2. **PHOTOGRAPHY** Participant authorizes and consents to the photographing and video taping of participant and participant's minor children/wards by or for Opportunity Knocks and, without limitation, to the use by Opportunity Knocks of all such photographs and video tapes by Opportunity Knocks to promote and advertise the services, programs and facilities of Opportunity Knocks as it deems fit, in its sole discretion, and without payment of consideration of any kind to participant or participant's minor children/wards.

ACKNOWLEDGMENTS

1. PARTICIPANT IS AWARE OF, ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES, INDEMNITIES AND AUTHORIZATIONS CONTAINED IN THIS DOCUMENT ARE LEGALLY BINDING UPON PARTICIPANT AND PARTICIPANT'S MINOR CHILDREN/WARDS AND THAT PARTICIPANT IS, FOR PARTICIPANT AND PARTICIPANT'S MINOR CHILDREN/ WARDS, WAIVING AND RELEASING THE LEGAL RIGHTS EXPRESSED HEREINABOVE.

2. PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS DOCUMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS MAY BE PERMITTED BY LAW AND THAT IF ANY PORTION OF THIS DOCUMENT IS HELD TO BE INVALID, THEN THE BALANCE OF SAME SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Name (print)

Date

Signature