

Team for Kids Individual Member Agreement

2026 TCS New York City Marathon – 11/1/2026

This agreement is made between you (“You”, “Your”) and New York Road Runners, Inc. (“NYRR”) d/b/a Team for Kids (“TFK”) for Your participation in the 2026 TCS New York City Marathon (the “Event”) as a TFK Member fundraising for TFK. TFK consists of committed runners from around the world who add meaning to their miles by raising funds for NYRR and its Community Impact Services while training for major endurance events. In consideration of the opportunity to register and participate with TFK in the Event and any training or other activities offered by NYRR to TFK Members (“TFK Activities”), You agree to comply with the following terms and conditions (the “Agreement”):

1. Term. The term of this Agreement shall commence upon Your acceptance into the TFK program by executing this Agreement and shall continue through Sunday, November 1, 2026 (“Term.”)
2. TFK Participation. You acknowledge and agree that participation in the Event and any other TFK Activities is conditioned on Your continued compliance with the terms of this Agreement, the Event rules, regulations, terms, and conditions, and any other policies as communicated by NYRR. You understand and agree that You will comply with all rules, regulations, and similar conditions set by the race organizers of the Event. Please review <https://www.nyrr.org/tcsnycmarathon> to understand the details of what is required of You by the race organizers for participation in the Event.
3. TFK Member Fundraising Tiers and Requirements.
 1. TFK Guaranteed Entry Membership Tiers. To participate as a TFK Member, You are required to select a fundraising tier and donate and/or fundraise from third-party donors the minimum dollar amount of the tier You select. By entering this contract for a designated tier level, You are responsible for the full Pledge Amount of that tier by the Pledge Amount Deadline (explained below). You are prohibited from switching tiers once You have paid the TFK Fee (explained below).

<i>Guaranteed Entry Tier</i>	<i>Pledge Amount</i>	<i>Offerings</i>
<i>General Entry</i>	<i>\$3,000.00</i>	• <i>General entry into the 2026 TCS New York City Marathon</i> • <i>Complimentary virtual training via the NYRR x Runna program</i> • <i>In-person training in NYC starting in late June 2026</i> • <i>Invitation to TFK's Light Up the Night last practice</i> • <i>Signature TFK racing singlet</i>
<i>Premium Experience</i>	<i>\$4,000.00</i>	<i>All TFK General Entry tier offerings plus:</i> • <i>Private transportation to the start and access to a heated start tent</i> • <i>Coaching support along the course</i> • <i>Special early exit at the finish and access to the TFK finish tent</i> • <i>Invitation to the TFK Breakfast</i>

<i>Premium Experience Plus</i>	<i>\$5,000.00</i>	<i>All TFK Premium Experience tier offerings plus:</i> • <i>1 Night of Champions gala ticket</i> • <i>4 grandstand finish line seating tickets</i> • <i>Invitation to a private course strategy session with Meb Keflezighi</i> • <i>Fast Pass to skip the line for medal engraving on Marathon Monday</i> • <i>Limited-edition TFK hoodie</i>
<i>Community Champion</i>	<i>\$10,000.00</i>	<i>All TFK Premium Experience Plus tier offerings plus:</i> • <i>A 2026 TCS New York City Marathon New Balance jacket</i> • <i>Wave 1 start</i> • <i>Complimentary name printing on race bib</i> • <i>2 Night of Champions gala tickets</i> • <i>1 Complimentary image package from MarathonFoto</i>

2. TFK Altruist Membership Tiers. If You already have a guaranteed entry through an alternative method and are fundraising for TFK as an altruist Member, You are required to select an altruist fundraising tier and personally donate and/or fundraise from third-party donors the minimum dollar amount of the tier You select. By entering this contract for a designated tier level, You are responsible for the full Pledge Amount of that tier by 11:59 p.m. ET on Wednesday, October 7, 2026 (“Pledge Amount Deadline”). You are prohibited from switching tiers once You have paid the TFK Fee (explained below).

<i>TFK Altruist Tier</i>	<i>Pledge Amount</i>	<i>Benefits</i>
<i>Training Altruist</i>	<i>\$1,500.00</i>	• <i>Virtual training via NYRR x Runna</i> • <i>In-person training twice a week in New York City starting in late June 2026</i> • <i>Invitation to TFK Light Up the Night last practice</i>
<i>Experience Altruist</i>	<i>\$3,000.00</i>	<i>All TFK Training Altruist tier offering plus:</i> • <i>Private transportation to the start and access to a heated start tent</i> • <i>Coaching support along the course</i> • <i>Special early exit at the finish and</i>

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- *access to the
TFK finish tent
Invitation to the
TFK Breakfast*
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C. Unconditional Pledge. You further agree that the Pledge Amount of Your selected tier shall be due to NYRR by the Pledge Amount Deadline regardless of any change in Your ability, intent, or desire to participate in or complete the Event or TFK Activities, for any reason, including but not limited to, injury, physical condition, pregnancy, financial hardship, or other extenuating circumstance.

D. Credit Card Charge for Pledge Amount. You must provide a credit card (not a debit card) with an expiration date of December 2026 or later with sufficient credit available to cover the total Pledge Amount and any additional fees set forth herein ("Credit Card"). If You or Your donors have not submitted to NYRR, by personal check(s) or credit card(s), the total amount of the Pledge Amount by the Pledge Amount Deadline, You hereby authorize NYRR to charge the remaining balance of Your Pledge Amount to Your Credit Card (the "Balance Payment"), without demand or further notice to You, on or after the day following the Pledge Amount Deadline.

E. NYRR Remedies. In the event that NYRR is unable to collect the remaining Pledge Amount balance by processing Your Credit Card, NYRR may, without further notice or demand, exercise any and all of its rights and remedies under this Agreement or under applicable law, including commencing an action to enforce its rights under this Agreement and to recover the full Pledge Amount. Any delay or forbearance by NYRR in the exercise of its rights will not operate as a waiver of those rights either with respect to such default or any other breach of this Agreement. If You fail to fulfill the Pledge Amount, You will no longer be permitted to participate in the Event and will be disqualified from the Event. NYRR further reserves the right to prohibit You from participating in future NYRR events.

3. TFK Member Fundraising Page.

A. You agree to record on Your fundraising page on <https://manage.nyrr.org/login/tfknycmarathon> (“Your TFK Page”) the funds You raise towards the Pledge Amount. If You customize Your TFK Page, You must do so solely for the purpose of fundraising for TFK and any content You include on Your TFK Page must be consistent with NYRR’s website [Terms of Use](#). In particular, Your TFK Page must not contain any content (writings, images, or audio) that (as determined by NYRR in its sole discretion):

- Fundraises for any causes other than TFK;
- Is vulgar, profane, indecent, or discourteous;
- Is defamatory, offensive, discriminatory, bigoted, hateful, or threatening;
- Is a personal attack, name-calling, trolling, or abusive;
- Advocates illegal activity or discusses illegal activities with the intent to commit them;
- Infringes and/or violate any right of a third party (including, without limitation, any intellectual property right, right of privacy, or right of publicity) or any law; or
- Does not generally pertain to fundraising for TFK, NYRR, or the Event.

NYRR reserves the right to review, remove, or edit Your TFK Page at any time for any reason at NYRR’s sole discretion.

B. You acknowledge and agree that NYRR does not direct or approve, and is not responsible for, the various means by which You may seek to raise funds in fulfillment of Your Pledge Amount. You agree that You will follow all applicable laws when fundraising for TFK whether You are fundraising on Your TFK Page or You are fundraising using any other means and that You are solely responsible for Your fundraising efforts under this Agreement.

C. You agree to periodically review Your donation list for accuracy and to confirm receipt of donations. You further acknowledge and agree that contributions by third-party donors in fulfillment of the Pledge Amount are non-refundable and tax deductible to the fullest extent of the law.

D. You acknowledge and agree that anticipated matching gifts, United Way contributions and other donation methods are not considered a credit toward the Pledge Amount until received by NYRR.

4. Payment of TFK Fee. You shall be responsible for paying to NYRR an initial sign-up fee of One Hundred Seven United States Dollars (\$107.00 USD) (the “TFK Fee”). The TFK Fee must be paid by Credit Card during the TFK application process and is separate and in addition to the Pledge Amount. The TFK Fee is non-refundable. You cannot switch tiers once the TFK Fee is paid.
5. Event Registration Fee: After the Grace Period (defined below), You will be invited to register for the Event, and You will be responsible for paying the Event registration fee. The Event Registration Fee must be paid by Credit Card during the Event registration process and is separate from and in addition to the TFK Fee and the Pledge Amount. The Event Registration Fee is non-refundable.
6. Cancellation/Deferral/Withdrawal by TFK Members. You may cancel Your TFK membership by submitting this request in writing (a) via email to tfkfinance@nyrr.org; (b) by a nationally known overnight courier with confirmed delivery; or (c) by registered or certified mail, postage prepaid, return receipt requested mail to TFK c/o NYRR, 156 West 56th Street, 5th Floor, New York, NY 10019.
 - A. One (1) Week Grace Period. If You cancel Your TFK membership, for any reason, within one (1) week of Your acceptance as a TFK Member (the “Grace Period”), You will not be responsible for fulfilling the Pledge Amount or incur any additional fees other than the TFK Fee (“Grace Period Cancellation”). Such Grace Period Cancellation will also result in the cancellation of Your participation in the Event. If You cancel Your TFK membership after the Grace Period, You understand and agree You will remain obligated to fulfill the Pledge Amount by the Pledge Amount Deadline.
 - B. Cancellation Despite Donations Toward Pledge Amount. Per the official rules of the Event, race entries cannot be transferred to another person or

entity. Any donations received by NYRR in connection with Your Pledge Amount and the TFK Fee as well as the Event Registration Fee are non-refundable under any and all circumstances, including cancellation of the Event, as outlined below.

- a. If You register for the Event as a TFK Member but cancel Your entry for any reason:
 - b. If NYRR receives Your Pledge Amount by the Pledge Amount Deadline, You will be eligible to receive a guaranteed, non-complimentary entry to the 2027 TCS New York City Marathon;
 - i. You may choose whether or not you would like to participate in the TFK Activities in connection with the 2027 TCS New York City Marathon. If you would like to participate in such 2027 TFK Activities, you will be responsible for paying the 2027 \$107 TFK Fee and TCS New York City Marathon Event Registration Fee.
 - c. If you register for the Event as a TFK Member but cancel Your entry for a reason covered by the event organizer's Pregnancy and Postpartum Cancellation Policy and NYRR receives Your Pledge Amount by the Pledge Amount Deadline, you will be eligible to receive a guaranteed, non-complimentary entry to one of the next three (3) subsequent TCS New York City Marathons. Further details on instructions and required documentation can be found here: <https://www.nyrr.org/run/guidelines-and-procedures/pregnancy-and-postpartum-cancellation-policy> You must contact teamforkids@nyrr.org to submit and complete any applicable requests.
 - d. If you register for the Event as a TFK Member but cancel Your entry for any reason and NYRR does not receive Your Pledge Amount by the Pledge Amount Deadline, You will not be eligible to defer your 2026 TCS New York City Marathon entry, and neither You nor donors who have donated on Your behalf will be entitled to any refund of the donations received by NYRR towards Your Pledge Amount.
7. No Refunds in the Event of Cancellation. If the Event or any other TFK Activities are cancelled for any reason, You acknowledge and agree that You will not be entitled to any refund of (a) amounts received by NYRR towards Your Pledge Amount, whether submitted on Your behalf by You, or by donors who have donated on Your behalf, (b) the TFK Fee, or (c) the Event Registration Fee. You acknowledge and agree that neither NYRR nor the

organizers of the Event or any other TFK Activities will be responsible to You for any costs or expenses incurred by You as a result of the cancellation of the Event or any other TFK Activities, or as a result of any change of the date/time or amenities offered at the Event or any other TFK Activities.

8. Offset.

A. You are encouraged to fundraise above and beyond Your Pledge Amount minimum. At the sole discretion of NYRR, if You were charged a Balance Payment, You may be eligible for a refund if NYRR subsequently receives donations that cover the amount of the Balance Payment, such that the total amount NYRR received in donations and the Balance Payment exceed the Pledge Amount. Except as set forth below regarding matching gifts/corporate donations, NYRR will only accept one written request for a refund received no later than December 1, 2026. All refund requests must be for an amount no less than \$100 and no greater than the amount of the Balance Payment. Any refunds processed are subject to a 4% transaction fee, which will be deducted from any amounts refunded to You.

B. Matching gift/corporate donations that are confirmed by both NYRR and the donor on or before the Pledge Amount Deadline, but not received by NYRR by that deadline, will not be credited towards the Pledge Amount. If donations are not received by the Pledge Amount Deadline, but received by Monday, February 2, 2027, and Your Credit Card was charged to fulfill the Pledge Amount, then, in the discretion of NYRR, You may be eligible for a refund of the amount they were charged equal or less than the amount (if any) actually received by NYRR in excess of the Pledge Amount after the Pledge Amount Deadline, so long as the total contributions surpass the minimum Pledge Amount by an amount in excess of \$100. Any refunds processed are subject to a 4% transaction fee, which will be deducted from any amounts refunded to You.

9. NYRR Marks. Any and all use of NYRR and Event logos or word trademarks is prohibited without express prior written approval from NYRR. Unapproved use of such logos or marks or other materials owned by NYRR may result,

among other repercussions, in Your removal from TFK, the Event and future NYRR events.

10. Publicity Release: I grant permission to NYRR to use, publish or license or authorize others to use, publish or license any photographs, motion pictures, video or sound recordings, and/or any other record of my participation in the Event and any other TFK Activities, including, but not limited to my portrait, picture, likeness, image and/or personal information, such as name, age, gender, domicile, race results, club affiliation, for any purpose without remuneration.

11. Assumption of Risk, Liability Waiver and Release:

A. You recognize that Your participation in the Event and in any other TFK Activities as a TFK Member, is a potentially hazardous activity and You willingly assume all risks associated with such participation, including, but not limited to, contagious diseases; falls; contact with other participants, spectators, or others, or vehicular or other traffic; the effects of the weather, including heat and/or humidity, poor air quality, wind, cold, and wet or slippery surfaces; physical injury from the act of running itself; falling tree branches or other overhead objects; traffic; and the crowded nature and other conditions of the course, all such risks being known and appreciated by You.

B. You, having read the foregoing, and knowing these facts, and in consideration of NYRR's acceptance of Your application to participate as a TFK Member, You for yourself and anyone entitled to act on Your behalf, do hereby waive, release, discharge, hold harmless, and covenant not to sue NYRR or its sponsors, and any of the directors, officers, employees, volunteers, representatives, agents, and successors of each of the foregoing (the "Releasees"), from any and all present and future claims and liabilities of any kind, known or unknown, arising out of Your acceptance as a TFK Member for the Event and/or actual participation in the Event and any other TFK Activities.

12. Class/Collective Waiver: You hereby agree that to the extent that You could pursue any claims against the Releasees, any and all claims must be pursued on an individual basis only. Your acceptance of this Agreement and completion of registration as a TFK Member, You hereby waive Your right to commence, or be a party to, any class or collective claims or to bring jointly any claim against Releasees with any other person.
13. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
14. Cumulative Remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
15. NYRR's Failure or Delay to Exercise Rights. NYRR's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
16. Termination. NYRR may terminate this Agreement immediately in its entirety by providing written notice if You fail to fulfill any of Your obligations under this Agreement.
17. Compliance with Applicable Laws. The parties agree to comply with all applicable laws, rules and regulations.
18. Choice of Law/Venue. This Agreement will be governed by and construed under New York law, without reference to conflict of law principles. Any action or proceeding regarding this Agreement must be brought and maintained in a court of competent jurisdiction located in New York County, New York, and each party hereby submits to the exclusive jurisdiction of such court, waives any claim that such court is an inconvenient forum, and

agrees to accept service of pleadings in any such action or proceeding if delivered personally or by first class mail at its address listed above.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

ACKNOWLEDGMENT OF UNDERSTANDING: YOU HAVE READ THIS AGREEMENT, AND YOU FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING YOUR RIGHT TO BRING ACTIONS AGAINST THE RELEASEES. YOU ACKNOWLEDGE THAT YOU ARE SIGNING AND ACCEPTING THE ASSUMPTION OF RISK, WAIVER/RELEASE FREELY AND VOLUNTARILY, AND THAT YOU INTEND, BY CONTINUING TO COMPLETE THE TFK MEMBER REGISTRATION, TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES TO THE FULLEST EXTENT ALLOWED BY LAW.

YOU EXPRESSLY AGREE THAT THE WAIVER/RELEASE STATED ABOVE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK.

YOU AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS WAIVER/RELEASE SHALL BE HELD TO BE INVALID, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER/RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.