

2022 PARTICIPANT AGREEMENT

I, _____ (“Participant”), commit to participate in the 2022 Climb to Fight Cancer (“Climb”) as a member of: Peak _____ Date of Climb _____, 2022 with a nonrefundable registration fee \$ _____ (“Registration Fee”) payable to Fred Hutchinson Cancer Center, a Washington nonprofit Corporation (“Fred Hutch”). The **Registration Fee** for Mts. Adams, Baker, Hood, Olympus, Rainier, Shasta, and Shuksan is **\$200**; for Denali, Elbrus, Everest Base Camp Trek, Kilimanjaro, and Volcanoes of Mexico is **\$1,000**.

I agree to fundraise or be personally responsible for a fundraising total (“Fundraising Total”) of \$ _____ for cancer research at Fred Hutch, which includes the Registration Fee.

Domestic Peaks: Half of the Fundraising Total due to Fred Hutch by **April 1, 2022**, (“Midpoint Fundraising Deadline”), and the other half of the Fundraising Total due to Fred Hutch by **June 1, 2022**, (“Final Fundraising Deadline”).

Foreign Peaks: Half of the Fundraising Total due to Fred Hutch by _____ (“Midpoint Fundraising Deadline”), and the other half of the Fundraising Total due to Fred Hutch by _____ (“Final Fundraising Deadline”).

I will be at least eighteen (18) years of age before the date of my Climb.

The nonrefundable Registration Fee along with a signed “Participant Agreement,” is due at the time of registration with Fred Hutch. I understand that if I am unable to secure half of the Fundraising Total on or before the Midpoint Fundraising Deadline, or all of the Fundraising Total on or before the Final Fundraising Deadline, then I will be personally responsible for the remaining amount of the Fundraising Total, and authorize Fred Hutch to charge any remaining amount of the Fundraising Total. If my fundraising surpasses the Fundraising Total on or before the “Refund Date”, as described in the attached Climb to Fight Cancer Participant Terms and Conditions (“Terms and Conditions”), then I understand that I am eligible for a refund and must make a request for a refund. I authorize Fred Hutch to credit any amounts charged to my credit card, other than the nonrefundable Registration Fee. **Refunds must be requested before September 15, 2022 and will be issued on September 30, 2022, the scheduled Refund Date.** More information about the climbs can be found on the [Website](#).

I understand that the Registration Fee only covers basic guide services as listed in “Basic Guide Services” on the Website and I agree to be responsible for all other costs associated with the Climb, including but not limited to training, clothes, equipment, food, transportation that is not provided, and any expenses I incur over the Basic Guide Services.

WAIVER

I understand that mountaineering can be physically challenging and may expose me to dangers and risks of personal injury or death that cannot be anticipated or prevented. I assume the known and unanticipated safety risks posed by the Climb and related activities, including training. I acknowledge that I have read all of the "[Climb Information](#)" on the Website, verify that I have full knowledge of the risks involved, and confirm that I am in good health and am physically fit to participate in this Climb and training. I hereby release Fred Hutch, Alpine Ascents International, Inc., Timberline Mountain Guides, Inc., Shasta Mountain Guides, LLC, Lisa Carlson & Associates, Lisa Carlson, Carlson Management, LLC, any Climb to Fight Cancer sponsors, and each of the foregoing parties' respective agents, directors, employees, managers and volunteers from any and all claims, demands, or causes of action (including those relating to property damage, personal injury or death) arising from participation in the Climb to Fight Cancer and related activities, including training. In addition, I grant permission for all of the foregoing to use my name, photographs, motion pictures, recordings, likeness, or any other record provided by me or obtained during or in connection with my participation in the Climb to Fight Cancer for any legitimate purpose. I understand that the guide services reserve the right to withdraw a climber's eligibility should a team or individual's safety be jeopardized ("Guide Service Cancellation"). I authorize my guide service (Alpine Ascents international, Timberline Mountain Guides, Shasta Mountain Guides) to list Lisa Carlson of Fred Hutch (206.618.2442) as one of my emergency contacts. She is allowed to communicate with Fred Hutch about my Climb. As to Fred Hutch, I agree that this Participant Agreement shall be governed by the laws of the State of Washington and any cause of action hereunder shall be brought solely in the state of Washington.

CANCELLATION AND REFUND POLICY

Due to the costs associated with the Climb and the limited availability of climber spots, Fred Hutch must adhere to a stringent cancellation and refund policy, as described in the attached Terms and Conditions, incorporated herein by reference.

I have read this Participant Agreement and the attached Terms and Conditions and agree to the terms set forth therein.

Participant's Name (Print) _____

Participant's Signature _____ Date _____

IF PARTICIPANT IS UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION:

Name of Parent or Legal Guardian of Participant (Print)

Signature of Parent or Legal Guardian of Participant _____ Date _____

CLIMB TO FIGHT CANCER PARTICIPANT TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) will apply to each participant (“**Participant**”) of the 2022 Climb to Fight Cancer (“**Event**”) to benefit Fred Hutchinson Cancer Center (“**Fred Hutch**”) that is described in the Participant Agreement. In order to protect Fred Hutch’s name, marks and reputation, participation must be conducted in accordance with these Terms. Only Participants that agree to comply with these Terms are permitted to use Fred Hutch’s name and marks.

1. Fundraising on Behalf of Fred Hutch

- 1.1 These Terms together with the Participant Agreement to which they are attached (collectively “**Agreement**”) provide the basis of any dealings with Fred Hutch in relation to the Event. Unless separately defined in these Terms, or unless the context clearly indicates a different meaning, capitalized terms shall have the meaning specified in the Participant Agreement.
- 1.2 Fred Hutch cannot accept, and Participant agrees not to donate to Fred Hutch donations from donors or events from any organization associated with terrorist activities or donations obtained by illegal means.
- 1.3 All donations for the Event are directed to Fred Hutch’s cancer research. Participant must promote the fact that donations for the Event will be directed for cancer research at the Fred Hutch in advance on all promotional materials (including Web-based, advertising, TV/radio, public relations materials).
- 1.4 If Participant elects to hold a fundraising event in addition to participating in the 2022 Climb to Fight Cancer Event, such as silent auction or bake sale to raise funds to benefit Fred Hutch, then he/she must submit a “**Community Partner Events Proposal and Agreement**” to Fred Hutch and receive approval from Fred Hutch prior to any fundraising activity taking place.

2. Processing and Receipting of Donations

- 2.1 All donations toward Fundraising Totals must be raised on or before the Midpoint and Final Fundraising Deadlines as detailed in the Participant Agreement.
- 2.2 All donations made payable to and received by Fred Hutch will receive a written acknowledgment from Fred Hutch for tax purposes acknowledging the donation. Fred Hutch will use the name and address received with the donation for purposes of the tax acknowledgment.
- 2.3 Fred Hutch can verify matching gifts only for donations received directly by Fred Hutch that are eligible to receive a tax acknowledgment from Fred Hutch.

3. Use of Fred Hutch’s Name and Marks

- 3.1 The name “Fred Hutchinson Cancer Center,” and its logos and other promotional materials or photographs relating to Fred Hutch (including any that appear on its website, fredhutch.org), are trademarked and copyrighted materials (collectively “**Fred Hutch Marks**”). Fred Hutch Marks cannot be displayed, copied or used in any manner without prior written consent from Fred Hutch. Acceptance of the Agreement does not constitute consent to use Fred Hutch Marks except as provided in **Section 3.4** below.
- 3.2 Consent to use Fred Hutch Marks is at the discretion of Fred Hutch and is specifically detailed on the “**2022 Participant Center**” in the Climber Participant Center or it may be subsequently negotiated at the discretion of Fred Hutch.

- 3.3 If use of the Fred Hutch name is permitted under this Agreement, the name “Fred Hutchinson Cancer Center” must always be used in its entirety at the first mention. Participant has no rights to any Fred Hutch Marks or any combination or derivative of such Fred Hutch Marks, nor is Participant given the right to raise funds in the name of “Fred Hutch” for any purpose other than those outlined in the Agreement accepted by Fred Hutch.
 - 3.4 Participant may state that the Event is to support Fred Hutchinson Cancer Center cancer research, or that proceeds from the Event benefit Fred Hutchinson Cancer Center cancer research, but may not use any other Fred Hutch Marks unless agreed in writing by Fred Hutch.
 - 3.5 Any material (including Web-based, advertising, TV/radio, public relations materials) using Fred Hutch Marks must be submitted for approval prior to being printed or circulated. Requests to use any Fred Hutch Marks take at least seven (7) business days to process and may take longer depending on the circumstances.
 - 3.6 Upon completion of the Event, Participant will immediately stop using any of the Fred Hutch Marks unless otherwise agreed in writing by Fred Hutch.
4. Use of Participant Web Page
 - 4.1 Subject to the Terms in this Agreement, Fred Hutch may provide to Participant a personal web page and associated blog/journal (“**Participant Web Page**”) to promote their participation in the Event. Participant agrees to make only lawful use of the Participant Web Page and will use it in compliance with all federal, state and local laws and regulations.
 - 4.2 Fred Hutch may use for any purpose, the text, personal information, names, images and other materials that Participant submits to the Participant Web Page. Participant confirms they own or has rights to use these materials, and he/she has the authority to grant to Fred Hutch this permission.
 - 4.3 Fred Hutch may remove or disable the Participant Web Page at any time, in its sole discretion.
 - 4.4 Participant has read and agrees to comply with Fred Hutch’s [Website Terms of Use and Privacy Policy](#), which apply to the Participant Web Page.
5. Cancellation and Refund Policy
 - 5.1 Cancellation Policy
 - 5.1.1 Cancellation by Participant on or before the Midpoint Fundraising Deadline: If Participant wants to cancel their participation in the Climb before the Midpoint Fundraising Deadline noted in the Participant Agreement, then Participant must send notice of cancellation to Fred Hutch by mail to the address in **Section 5.1.5** below. Fred Hutch will process cancellation notices received before the Midpoint Fundraising Deadline, and Participant will be responsible for half of the Fundraising Total, but will not be responsible for the final Fundraising Total. Any donations received up to the point of cancellation will support cancer research at Fred Hutch, regardless of the reason for cancellation.
 - 5.1.2 No Cancellation by Participant after the Midpoint Fundraising Deadline: After the Midpoint Fundraising Deadline noted in the Participant Agreement, Participant may not cancel, and the Participant must raise the full Fundraising Total or have the remaining amount of the Fundraising Total charged to Participant’s credit card on file.

- 5.1.3 Cancellation In Case of Personal Injury: In the case of personal injury of Participant, Participant must send a cancellation notice and written doctor's note or other related documentation ("**Medical Documentation**") to Fred Hutch within two (2) weeks before the Date of Climb noted in the Participant Agreement, and the fundraising amounts due at the Midpoint Fundraising and Total Fundraising Deadlines must still be met. Participant must send notice of cancellation and Medical Documentation to Fred Hutch by mail to the address in **Section 5.1.5** below. Fred Hutch may carry over a Participant's eligibility to another climb or to the following year, in Fred Hutch's sole discretion. If granted by Fred Hutch, the eligibility to climb is valid for one year only and does not apply to Denali, Elbrus, Kilimanjaro or the Volcanoes of Mexico. Should Fred Hutch allow Participant to carryover his or her eligibility to the following year, then he or she will not be able to compete for fundraising prizes for the following year. Any donations received up to the point of cancellation will support cancer research at Fred Hutch, regardless of the reason for cancellation.
- 5.1.4 Guide Service Cancellation: If, at any time, the guide service determines that a team or individual's safety is jeopardized by a Participant, then the guide service may immediately withdraw Participant's eligibility for the Climb. Under these circumstances of Guide Service Cancellation, the withdrawn Participant must still meet the fundraising amounts due at the Midpoint Fundraising and Total Fundraising Deadlines. Fred Hutch may carry over a Participant's eligibility to another climb or to the following year in Fred Hutch's sole discretion.
- 5.1.5 Cancellation by Fred Hutch: Circumstances may arise where the Event must be modified, rescheduled or cancelled by Fred Hutch. Reasons for such actions include, but are not limited to, acts of God, acts or omissions of any government, or agency thereof, safety and/or security concerns, rebellion, insurrection, wars, hostilities (whether war is declared or not), riot, sabotage, invasion, natural disasters, viral or bacterial outbreaks, epidemics or pandemics, national health emergencies which threaten travel and/or public gatherings, quarantine, restrictions, strike, lock out and transportation embargoes, or any similar cause beyond the reasonable control of Fred Hutch. If Fred Hutch cancels the Event, and to the extent Fred Hutch plans to hold the same Event the following year, Fred Hutch will make every effort to carry over a Participant's eligibility to the following year. Registration fees and fundraising amounts for any Event that is cancelled pursuant to this section are non-refundable.
- 5.1.5 Cancellation Notice: Participant must mail their notice of cancellation, and Medical Documentation if required, to:
Fred Hutchinson Cancer Center
Lisa Carlson / Climb to Fight Cancer
1100 Fairview Ave. N., J5-200
Seattle, WA 98109
- 5.2 Refund Policy: Fred Hutch will process refunds no earlier than September 30, 2022 ("**Refund Date**") under the following circumstance: If Participant's fundraising surpasses the Fundraising Total on or before the Refund Date, then the Participant must request a refund by September 15, 2022 and then Fred Hutch will credit any amounts charged to Participant's credit card, other than the nonrefundable Registration Fee, on the Refund Date.