



**B.A.A. BOSTON MARATHON
RULES AND POLICIES**

July 2023

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1. DEFINITIONS

1.1. TERMS AND ABBREVIATIONS

- 1.1.1. applicant – a person who has submitted a Boston Marathon registration.
- 1.1.2. entrant – a person who registers for the Boston Marathon, regardless of whether they are accepted to participate
- 1.1.3. participant – an accepted and registered entrant who participates in the Boston Marathon
- 1.1.4. AWMM – Abbott World Marathon Majors; a series of six of the largest and most renowned marathons in the world.
- 1.1.5. B.A.A. – Boston Athletic Association; the event organizer of the Boston Marathon; a non-profit organization with a mission of promoting a healthy lifestyle through sports, especially running.
- 1.1.6. invitational entry – an entry generated by the B.A.A. for a specific event. In the Boston Marathon, invitational entries, such as those afforded through the B.A.A. Official Charity Program, do not require a qualifying time.
- 1.1.7. Para athlete – an athlete who possesses a Paralympic-eligible impairment.
- 1.1.8. Professional athlete – an athlete who earns a living competing in sport.
- 1.1.9. USADA – United States Anti-Doping Agency; an independent agency recognized by the U.S. Congress as the official anti-doping organization for all Olympic, Paralympic, Pan American and Parapan American sport in the United States.
- 1.1.10. USATF – United States Track and Field; the national governing body (NGB) for track and field, long-distance running, and race walking in the United States.
- 1.1.11. WADA – World Anti-Doping Agency; an international independent agency composed and funded equally by the sport movement and governments of the world. Its activities include monitoring of the World Anti-Doping Code (Code)– the document harmonizing anti-doping policies in all sports and all countries.
- 1.1.12. World Athletics – The international federation responsible for the global governance and regulation of the sport of Athletics (formerly known as IAAF).
- 1.1.13. WPA – World Para Athletics; the international governing body of the sport of Para Athletics.

2. QUALIFICATION

2.1. QUALIFYING TIME STANDARDS

2.1.1. To apply for entry into the Boston Marathon, applicants must:

2.1.1.1. Be at least 18 years of age on the date of the Boston Marathon, and

2.1.1.2. Achieve their respective Boston Marathon qualifying time standard that corresponds to their gender and age as established and published by the B.A.A. (Refer to Sections 3.6 and 3.7 regarding transgender and non-binary athletes).

2.1.2. The respective age time standard is the age of the applicant on the date of the Boston Marathon.

2.1.3. Qualifying performances must be achieved within the designated qualifying window determined by the B.A.A. annually.

2.1.4. Achieving the applicant's applicable qualifying time standard does not guarantee acceptance into the race.

2.2. QUALIFYING RACES

2.2.1. To be recognized as a Boston Marathon Qualifying race, an event must meet the following criteria:

2.2.1.1. The marathon course must be certified by [USATE](#), the [Association for International Marathons and Distance Races \(AIMS\)](#), or a national governing body for distance running of the country in which the race is held.

2.2.1.2. USATF or foreign equivalent must attest that the race course distance is exactly 26.2 miles or 42.195 kilometers.

2.2.1.3. A minimum of three official participants must start the race.

2.2.1.4. The marathon must be publicly advertised and promoted prior to the day of the race.

2.2.1.5. Official timing must include either (1) a transponder timing system, or (2) written check sheets from each 5k checkpoint on the course in addition to start and finish times.

2.2.1.6. The race must be run outdoors.

- 2.2.1.7. *The B.A.A. will accept qualifying performances achieved at an Ironman or ultramarathon if the marathon portion of the event is officially timed and certified by USATF or foreign equivalent as 26.2 miles or 42.195 kilometers.*
- 2.2.2. It is the applicant's responsibility to confirm a marathon course has a current certification.
- 2.2.3. The B.A.A. reserves the right to review and verify that any qualifying race submitted for entry meets all qualifying race criteria.
- 2.2.4. The B.A.A. will not accept virtual races, time-trials, handicapped marathons, treadmill marathons, or marathons conducted indoors as qualifying races.
- 2.2.5. Qualifying times achieved on a marathon course that has been altered after certification will not be accepted.
- 2.2.6. The B.A.A. will not accept adjusted times due to unforeseen or unusual situations occurring at qualifying marathons, including but not limited to severe weather conditions, mismarked course or incorrect course measurement, course hazards, or timing problems.
- 2.2.7. Qualifying times will not be accepted if the course is less than the full marathon distance or if the distance completed was less than the certified distance.
- 2.2.8. Qualifying times will be accepted if the runner runs longer than 26.2 miles; however, the runner must have run the entire, certified course. If they left the course, they must re-enter where they went off course.

3. ENTRY PROCEDURES

3.1. REGISTRATION

- 3.1.1. Applicants must submit a Boston Marathon registration application online during the established registration time period as determined by the B.A.A.
- 3.1.1.1. *The B.A.A. will publish the established registration time period in various public mediums including on www.baa.org, Boston Marathon social media channels, and B.A.A. newsletters.*
- 3.1.2. Applicants must agree and accept the Participant Agreement, Waiver, Release, and Acknowledgment, as provided by the B.A.A., on registration application.
- 3.1.3. Applicants are notified of acceptance or non-acceptance by email.

- 3.1.4. The full name, age, bib number, citizenship, city, state, and country of residence for each approved registrant will appear in the race entry list on the B.A.A. website. Refer to the B.A.A. Privacy Policy in Appendix C for more information.
- 3.1.5. A Russian/Belarusian citizen who is not a resident of Russia or Belarus, and is not affiliated with RusAF, are eligible to compete in the Boston Marathon but cannot compete under their national flag.

3.2. VERIFICATION OF QUALIFYING TIME

- 3.2.1. Qualifying times submitted for entry are verified against official results provided to the B.A.A. by event organizers or timing companies.
- 3.2.2. The B.A.A. has the sole discretion to accept or reject other forms of qualifying time documentation.
- 3.2.3. Results provided by event organizers or timing companies are considered final, subject to the B.A.A.'s acceptance thereof.
- 3.2.4. Results provided by event organizers or timing companies that include tenths of seconds are rounded up to the next full second. For example, 3:35:05.3 is rounded up to 3:35:06.
- 3.2.5. Consecutive streaks are considered official only upon verification by the B.A.A. of official finish times.

3.3. ACCURACY OF INFORMATION

- 3.3.1. Applicants must provide true, accurate, current, and complete information on the registration application.
- 3.3.2. Acceptance is contingent upon the accuracy of information provided.
- 3.3.3. Applicants who knowingly submit false information on their registration application will not be accepted into the race and are subject to additional penalties.
- 3.3.4. Should the B.A.A. become aware of falsified information after the applicant was accepted, the registration application will be rejected, and the entrant will be removed from the entry list. In such an instance, the entry fee is not refundable.

3.4. ENTRY FEE

- 3.4.1. Entry fees are established annually by the B.A.A.
- 3.4.2. Applicants are charged an entry fee upon acceptance.
- 3.4.3. Entry fees are non-refundable, non-transferable, and non-deferrable except for deferral requests made through the B.A.A.'s pregnancy and postpartum deferment policy.
 - 3.4.3.1. *The B.A.A. maintains a no refund policy for those who do not purchase registration protection. Refer to 3.4.4.*
- 3.4.4. Applicants have the option to purchase registration insurance on the registration application. Refer to Appendix B for more information.
 - 3.4.4.1. *The B.A.A. does not directly approve or deny any claims and the terms of the policy are between the policyholder and the insurance provider.*
- 3.4.5. A late fee will apply to all applications submitted after a pre-determined date.
- 3.4.6. Complimentary entries are issued at the sole discretion of the B.A.A.
- 3.4.7. A premium fee may be imposed on specific groups at the discretion of the B.A.A.

3.5. INVITATIONAL ENTRIES

- 3.5.1. The B.A.A. has the sole discretion to reserve a limited number of invitational entries in consideration of the overall field size of the Boston Marathon.
- 3.5.2. Applicants submitting a registration application using an invitational entry must abide by all additional rules, policies, and procedures established by the B.A.A. and the organization or agent that provided the entry.

3.6. TRANSGENDER ATHLETES

- 3.6.1. Applicants must qualify in the gender category for which they intend to participate on the date of the Boston Marathon.
- 3.6.2. Participants will appear in race results as the gender for which they qualified.
 - 3.6.2.1. *A participant cannot qualify as a male and participate and be ranked in the race as a female or qualify as a female and participate and be ranked in the race as a male.*

- 3.6.3. To be eligible for prize money or non-financial awards, such as an age group award, transgender athletes must meet the eligibility criteria as defined by the [World Athletics Book of Rules C3.5.](#)

3.7. NON-BINARY ATHLETES

- 3.7.1. Applicants must qualify in the non-binary gender category at a Boston Marathon Qualifying race within the designated qualifying window determined by the B.A.A. annually. For 2023 purposes, non-binary athletes may use the current women's age group qualifying standards.
- 3.7.2. If Applicants have qualified as a male or female at a Boston Marathon Qualifying race, their qualifying time may still be considered for Boston Marathon registration only if non-binary gender designation was not available at their Boston Marathon Qualifying race.
- 3.7.3. Non-binary entrants of the Boston Marathon will be ranked and scored among other non-binary participants.
- 3.7.4. To be eligible for prize money or invitation into the Professional Field, non-binary athletes must designate a gender based on World Athletics, USA Track & Field, and World Para Athletics rules.

3.8. DOPING SANCTIONS OR VIOLATIONS

- 3.8.1. Applicants who have been found guilty and/or have served a past or present doping ban in any sport from any governing agency are not allowed to run the Boston Marathon or B.A.A. events.
- 3.8.2. At any time (registration, pre-race, post-race) the applicant is found to be in violation of this rule, they will be disqualified from the race and no registration fee will be reimbursed.
- 3.8.3. If an athlete is sanctioned for doping after their participation in the Boston Marathon or B.A.A. events, it is at the discretion of the B.A.A. to disqualify the participant and nullify results.

4. BOSTON MARATHON BIB

4.1. BIB ASSIGNMENT AND SEEDING

- 4.1.1. Qualified entrants will be assigned a B.A.A. issued Boston Marathon bib (hereafter referred to as “B.A.A. issued bib”) and seeded based on verified qualifying time.
- 4.1.2. Non-qualified entrants will be assigned a B.A.A. issued bib and seeded based on the date their application was received.
- 4.1.3. Non-qualified entrants will be seeded behind all qualified entrants.
- 4.1.4. Para athlete entrants will be assigned a B.A.A. issued bib based on the respective Para division or program for which they applied.

4.2. BIB PICK UP

- 4.2.1. Entrants must pick up their B.A.A. issued bib at the Boston Marathon Expo during posted hours.
- 4.2.2. Entrants must present their personalized digital number pick-up pass and a government-issued photo ID to claim their B.A.A. issued bib.
- 4.2.3. The name on the government issued ID must match the name provided at the time of registration unless approved by Athlete Services prior to bib pick up.
- 4.2.4. The gender identity on the government issued ID must match the gender identity associated with the athlete assigned to the bib unless approved by Athlete Services prior to bib pick up.
- 4.2.5. The B.A.A. will not release a B.A.A. issued bib to any entrant who has filed an insurance claim and has been approved for an entry fee refund.

4.2.5.1. If determined through adjudication that a B.A.A. issued bib was used in the race by an entrant who received or was approved to receive an entry fee refund, the entrant will be disqualified and may be subject to additional penalties.

4.3. BIB OWNERSHIP

- 4.3.1. Participants must wear their B.A.A. issued bib as directed by the B.A.A.
 - 4.3.1.1. *Participants must ensure their B.A.A. issued bib is visible at all times during the race.*

- 4.3.1.2. *All runners must wear the B.A.A. issued bib on the front and outermost layer of their running apparel.*
- 4.3.2. Participants must not reproduce, trim, fold, or otherwise alter their B.A.A. issued bib.
- 4.3.3. Participants must not assist others in the duplication, replication, or alteration of a B.A.A. issued bib.
- 4.3.4. Participants must not transfer their B.A.A. issued bib or timing device, or the right to obtain a B.A.A. bib or timing device, to any person or organization for any purpose including charity auction, lottery, or other fundraising efforts.

5. COMPETITION RULES

5.1. TIMING

- 5.1.1. Participants must not start the race prior to their assigned start time.
- 5.1.2. In accordance with the Participant Agreement of the Boston Marathon (attached as Appendix A), all participants acknowledge they can complete the entire marathon distance (26.2 miles) in under six (6) hours net time.
- 5.1.3. Participants must follow all start procedures as directed by the B.A.A., including any that are adopted on race day due to unforeseen or atypical circumstances including but not limited to extreme weather.
- 5.1.4. Participants must start the race before the timing mats are removed from the start line.
- 5.1.5. Participants who fail to be recorded by the race timing system at more than two (2) consecutive timing mats will be contacted by the B.A.A. requesting more information and are subject to penalties, including disqualification, should the participant fail to timely respond and provide an adequate explanation.
- 5.1.6. Official timing will cease six (6) hours after the last official starter has crossed the start line. Participants who finish after official timing has ceased may not be included in race results.

5.2. PROHIBITED ITEMS

- 5.2.1. Participants must not use or carry any item on the Boston Marathon course that is determined by the B.A.A. to pose a safety hazard to the participant or others. Prohibited items include, but are not limited to, the following:
- 5.2.1.1. *Guns, knives, or any item that may be used as a weapon.*
 - 5.2.1.2. *Backpacks, any similar item carried over the shoulder or handbags of any size.*
 - 5.2.1.3. *Props, including sporting equipment, military and fire/gear and signs or flags larger than 11 inches x 17 inches on a pole larger than 15 inches. (Handcycle participants are permitted to affix a red or yellow safety flag to their handcycles).*
 - 5.2.1.4. *Glass containers.*
 - 5.2.1.5. *Any container capable of carrying more than one liter of liquid.*
 - 5.2.1.6. *Selfie sticks.*
 - 5.2.1.7. *Strollers, including baby strollers.*
 - 5.2.1.8. *Suitcases or rolling bags.*
 - 5.2.1.9. *Personal hydration system products such as CamelBak®, Thor®, etc.*
 - 5.2.1.10. *Weight vests or any sort of vest with pockets. (Note: lightweight running vests are allowable).*
 - 5.2.1.11. *Costumes covering the face or any non-form fitting, bulky outfits extending beyond the perimeter of the body including capes.*
 - 5.2.1.12. *Folding chairs.*
 - 5.2.1.13. *Pets.*
- 5.2.2. Participants are not permitted to use equipment on the Boston Marathon course that is determined to provide the participant with an unfair advantage.
- 5.2.3. Participants are prohibited from using recording devices including but not limited to mobile phones, video cameras, GoPros or similar devices for commercial use, publication, or distribution by any media outlet. Refer to Media Guidelines [HERE](#).
- 5.2.4. Participants in the Professional Start, Wheelchair Division, and Para Athletics Division are not permitted to wear headphones.

- 5.2.5. The B.A.A. discourages all participants from using portable music devices and/or headphones while participating in the Boston Marathon.
- 5.2.6. Participants with a qualifying disability pursuant to applicable law, including the Americans with Disabilities Act (ADA) who wish to use an item otherwise forbidden must email paraathletes@baa.org to request a reasonable accommodation no less than six (6) weeks prior to race day. Accommodation requests will be reviewed, and decisions rendered on a case-by-case basis.

5.3. NON-RACE PARTICIPANTS

- 5.3.1. Participants are not permitted to run with any other person not registered as an official race participant in the Boston Marathon on any portion of the course, including the final few hundred yards of the race.
- 5.3.2. Guide and Support Runners must submit a Guide or Support Runner registration prior to race day. Refer to Section 7 for more information.

5.4. ANTI-DOPING POLICY

- 5.4.1. Drug testing in the Boston Marathon, and the adjudication of positive findings, will be carried out by the United States Anti-Doping Agency (USADA).
- 5.4.2. All participants in the Boston Marathon shall be deemed, by entering, to have consented to such testing and disclosure of results.
- 5.4.3. Athletes found to have committed a doping violation will be disciplined according to the USADA Protocol and suspended, if appropriate, according to applicable World Athletics rules.
- 5.4.4. Such penalties may result in a period of ineligibility as well as disqualification from the Boston Marathon and future B.A.A. events.
- 5.4.5. Any substance taken by an athlete is at their own risk and may result in a positive sample; this includes cold medicines, prescription drugs, nutritional supplements, and over-the-counter medicines.
- 5.4.6. Athletes who at any time have been found to have committed a criminal offense involving drugs or to have violated any rules or regulations (including drug and anti-doping policies) of USA Track & Field (USATF), United States Anti-Doping Agency (USADA), World Anti-Doping Agency (WADA), World Athletics, the Abbott World Marathon Majors (AWMM) or other athletics governing body, are not invited by the B.A.A. to participate in the Boston Marathon.

5.4.7. Pursuant to Article III, Section c of the [AWMM Code of Conduct](#) participants must abide by the following.

- 5.4.7.1. *Athletes will not commit, or aid or abet any individual, in committing any doping offense as defined by the World Anti-Doping Agency (WADA), National Anti-Doping Agencies, World Athletics (WA, International Olympic Committee (IOC), International Paralympic Committee (IPC), National Olympic Committees or National Federation, rules and regulations.*
- 5.4.7.2. *Athletes will comply with all formal doping testing in accordance with World Athletics or IPC Rules and the rules of the National Federations and National Anti-Doping Agencies. In addition, runners may be required to undergo drug testing either as a result of governmental or other binding regulations imposed upon the Event by authorities outside its control or as a result of a drug-testing program approved by the WMM or the Event organizer.*
- 5.4.7.3. *Athletes will refrain from all use and possession or use of alcohol, tobacco products, or banned and/or controlled substances while participating in competition.*
- 5.4.7.4. *In addition to any punishment imposed by World Athletics, national federation or any national anti-doping agency or government, any runner who has been found by such body to have committed a doping offence (at any competition or out of competition) past, present or future, shall be disqualified from the Event. Any athlete who has been subject to a ban of 3 months or more, shall be banned from all WMM Events for life unless otherwise agreed by the WMM and be ineligible any time to receive any WMM prize money or WMM points.*

5.5. PERSONAL RESPONSIBILITY AND CONSENT TO MEDICAL TREATMENT

- 5.5.1. Participation in the Boston Marathon is a serious athletic endeavor. Participants must exercise personal responsibility related to their health and participation in this strenuous event.
- 5.5.2. By submitting a registration application, all applicants must agree and accept the Participant's Agreement, Waiver, Release, and Acknowledgement of the Boston Marathon, which includes:

- 5.5.2.1. *Participants attest they are physically fit and have sufficiently trained to safely complete the Boston Marathon.*
- 5.5.2.2. *In the event of an emergency, each participant hereby grants permission to officials of the B.A.A. to provide onsite medical treatment and if needed transport to a hospital emergency room for medical or surgical treatment.*
- 5.5.3. Pursuant to USATF Competition Rules, a competitor must retire from the race immediately if directed to do so by a duly authorized member of the race medical staff.
- 5.5.4. Participants are financially responsible for all costs incurred as a result of training for and participating in the Boston Marathon, including but not limited to medical transport, hospital stays, physician services, and pharmaceutical goods.
- 5.5.5. Participants authorize the B.A.A. to provide their contact information to any medical service provider seeking payment for services rendered.
- 5.5.6. The B.A.A. reserves the right to establish, modify, update, or adjust event programming and race day procedures to create the safest race experience for all.

5.6. CODE OF CONDUCT

- 5.6.1. Participants must abide by the AWMM Athlete Code of Conduct [AWMM Code of Conduct](#).
- 5.6.2. Participants must follow the directions of race officials, bike spotters, city officials, and course marshals at all times.
- 5.6.3. Participants must conduct themselves in a sportsmanlike manner, demonstrate respect to others, and refrain from using profane language.
- 5.6.4. Participants must not harass or inflict physical harm on any other participant, volunteer, staff, vendor, or spectator.
- 5.6.5. Participants must use a public or portable toilet and must not relieve themselves on private or public property. Participants who violate this rule are subject to legal action based on trespassing and/or indecent exposure laws and ordinances in addition to penalties imposed by the B.A.A.

- 5.6.6. Participants must not harass, cyberstalk, or otherwise cause emotional distress or engage in any verbal, physical, online or other misconduct that is abusive, harassing, insulting, or offensive to any other participant, volunteer, staff, vendor, spectator, followers, and subscribers to B.A.A. and Boston Marathon social media and digital properties including social media accounts, websites, emails, newsletters, Athletes' Village, and other B.A.A. digital properties. Refer to Appendix D for more information.

6. PROFESSIONAL ATHLETES

6.1. PROFESSIONAL START SELECTION

- 6.1.1. The Men's and Women's Professional Start is by invitation only.
- 6.1.2. Professional Start candidates must follow registration procedures as directed by the B.A.A.
- 6.1.3. Any athlete that is affiliated with an athletics federation currently suspended by World Athletics is not eligible for the Professional Start of the Boston Marathon.

6.2. APPLICABLE RULES

- 6.2.1. Professional athletes must abide by all competition rules of the national and international governing bodies of Athletics and the Abbott World Marathon Majors Code of Conduct:
 - 6.2.1.1. [USATF Rule Book](#)
 - 6.2.1.2. [World Athletics Book of Rules](#)
 - 6.2.1.3. [World Para Athletics Rules and Regulations](#)
 - 6.2.1.4. [AWMM Code of Conduct](#)
- 6.2.2. Athletes selected for the Professional Start must attend the Professional Athlete Technical Meeting race weekend at a time and date determined by the B.A.A.

6.2.2.1. *All shoes worn by athletes in the Professional Start must comply with World Athletics C2.1 rule 5 and be currently on the approved shoe competition list. Wearing non-approved shoes may lead to disqualification from the race. In the event of a World Best or if a race official suspects an athlete's shoes are non-compliant, the shoes will be sent to a World Athletics affiliated lab for compliance testing after the race.*

6.2.3. A female participant in the Women's Professional Start must not be paced by or draft behind a male participant and a male participant in the Men's Professional Start must not be paced by or draft behind a female participant to the extent that such pacing or drafting is determined by race officials to provide a performance advantage.

6.2.4. Professional athletes must agree to the B.A.A. Anti-Doping Policy of the Participant Agreement as well as all drug testing protocols and requirements as specified within their contractual agreement, if applicable, including pre-race out of competition testing and in-competition testing.

6.3. AWARDS AND PRIZE MONEY

6.3.1. Only participants in the Men's and Women's Professional Start are eligible for Open and Masters Division prize money and course record bonus money.

6.3.2. Only participants in the Men's or Women's Wheelchair Division Start who hold a national or WPA classification are eligible for Wheelchair Division prize money and course record bonus money.

6.3.3. Only participants in the Para Athletics Division Start who hold a national or WPA classification are eligible for Para Athletics Division prize money.

6.3.4. Finishing place and prize money for athletes in the Professional Start, Wheelchair Division, and Para Athletics Division is based on gun time.

6.3.4.1. *If a Para Athlete starts with the Professional Open Start, then the Para division they are participating in will be scored by net time for prize awards.*

6.3.5. Participants in the general open field are eligible for Boston Marathon non-financial awards (e.g., age group awards).

6.3.5.1. *Age group awards are determined by net time.*

6.3.5.2. *Non-binary awards are determined by net time.*

7. PARA ATHLETES

7.1. WHEELCHAIR DIVISION

- 7.1.1. To be eligible to compete in the Wheelchair Division of the Boston Marathon, athletes must hold a national or WPA classification T33, T34 or T51 – T54 with a new, review, or confirmed status.
- 7.1.2. Impairment documentation for non-elite wheelchair athletes may be accepted in lieu of classification at the B.A.A.'s discretion.
- 7.1.3. To apply for entry, wheelchair athletes must achieve their respective qualifying time by age, gender, and classification on a certified marathon course and/or WPA recognized competition during the designated qualifying window.
- 7.1.4. Wheelchair competitors must adhere their B.A.A. issued bib, helmet stickers, and timing tag as directed by the B.A.A.
- 7.1.5. The Wheelchair Division of the Boston Marathon follows [World Para Athletics \(WPA\) Rules and Regulations](#).
 - 7.1.5.1. *Racing wheelchairs must meet WPA specifications and will be inspected prior to the race.*
- 7.1.6. For safety reasons, the B.A.A. reserves the right to establish, update, or revise a minimum performance standard of 4 hours (4:00:00) and/or require documentation of adequate fitness for non-qualified invitational entrants to ensure such participants can competently and safely complete the marathon distance in a racing wheelchair. The B.A.A. reserves the right to modify the performance time.

7.2. PARA ATHLETICS DIVISIONS

- 7.2.1. To be eligible to compete in the Para Athletics Division, athletes must hold a national or WPA classification T11, T12, T13, T45, T46, or T61 – T64 with a provisional, new, review, or confirmed status.
- 7.2.2. To apply for entry, athletes must achieve their respective qualifying time by age, gender, and classification on a certified marathon course or WPA recognized competition during the designated qualifying window.

- 7.2.3. The Para Athletics Division is reserved for qualified entrants. The B.A.A. has the sole discretion to extend invitations to eligible classified athletes or accept eligible non-qualified athletes who have met a comparable performance standard at other race distances.
- 7.2.4. The Para Athletics Division of the Boston Marathon follows [World Para Athletics \(WPA\) Rules and Regulations](#).
- 7.2.4.1. *Para athletes and Guide Runners must abide by all applicable rules.*
 - 7.2.4.2. *Tethers must meet the tether requirements as defined by WPA Rules and Regulations. Tethers are subject to inspection by the IPC Technical Delegate prior to competition.*
 - 7.2.4.3. *Prostheses that result in an athletic performance being generated or affected by machines, engines, electronics, motors, robotic mechanisms or the like, or that are osteo-integrated, are not permitted for use in the Para Athletics Division.*
 - 7.2.4.4. *The maximum allowable standing height parameters apply to T61 and T62 athletes in the Para Athletics Division.*
 - 7.2.4.5. *The B.A.A. has the sole discretion to allow exceptions to WPA Rules in the Boston Marathon.*

7.3. ADAPTIVE PROGRAM FOR RUNNERS

- 7.3.1. To be eligible to participate in the Adaptive Program for runners in the Boston Marathon, the athlete must:
- 7.3.1.1. *Possess a permanent physical, intellectual, or visual impairment that aligns with the [10 eligible impairment types](#) recognized by World Para Athletics, and*
 - 7.3.1.2. *The impairment must significantly impact the person's ability to ambulate and/or participate in the sport of running.*
 - 7.3.1.3. *Athletes with vision impairments in the Adaptive Program must meet the criteria of legal blindness; visual acuity of 20/200 or less in the better eye with the best possible correction, or a visual field of 20 degrees or less.*

- 7.3.2. To determine eligibility for the Para Athletics Division, athletes must provide impairment documentation at time of registration or have documentation already on file with the B.A.A. Para Athletics classification may be used in lieu of documentation but is not required to participate in the Adaptive Program for Runners. The B.A.A. reserves the right to ask for new/supplemental medical documentation at any time.
- 7.3.3. To apply for entry in the Para Athletics Division, athletes must achieve their respective qualifying time by type of impairment on a certified marathon course or WPA recognized competition during the designated qualifying window.
- 7.3.4. In accordance with USATF and World Athletics rules, runners in the Adaptive Program must be able to complete the entire marathon distance through self-propelled motion without assistance towards their forward progression.
- 7.3.5. Para athletes in the Adaptive Program who have a physical or intellectual impairment are permitted to be accompanied by one (1) Support Runner on the marathon course.
 - 7.3.5.1. *Support Runners must abide by registration procedures and rules of participation as described in section 7.4.*
- 7.3.6. Athletes in the Adaptive Program with vision impairment are permitted to register and run with up to two (2) Guide Runners on the marathon course. The athlete may only be tethered to one guide at a time. Further details on Guide Runners can be found [HERE](#).
 - 7.3.6.1. *Guide Runners must abide by registration procedures and rules of participation as described in section 7.4.*

7.4. GUIDE AND SUPPORT RUNNERS

- 7.4.1. A Guide Runner is defined as a person who provides verbal cues and navigation support to an athlete with a vision impairment. A Guide or support Runner is not allowed to carry fuel for their runner or to provide any support that gives an unfair advantage.
- 7.4.2. A Support Runner is defined as a person who provides verbal instructions, directions, or cues that support orientation and/or decision making for an athlete with a physical or intellectual impairment.
- 7.4.3. Support Runners are not allowed to support a runner in the Para Division. If an athlete needs a support runner, they must participate in the Adaptive Program.

7.4.4. The B.A.A. does not assign or provide Guide or Support Runners to race participants.

7.4.5 Full list of [Guide and Support Runner](#) policies and procedures.

7.5. DUO TEAM PROGRAM

7.5.1. A Duo Team is comprised of a runner pushing a non-ambulatory person with a permanent physical impairment in a customized racing wheelchair.

7.5.2. Both members of a duo team must be at least 18 years of age on race day.

7.5.3. The duo rider must be non-ambulatory due to a permanent physical impairment that aligns with the eligible impairment types defined by World Para Athletics.

7.5.3.1. The duo rider must provide impairment documentation at time of registration or have impairment documentation on file with the B.A.A.

7.5.4. Both members of a Duo Team must qualify, register, and compete together as a team if accepted.

7.5.4.1. Duo runner or duo rider substitutions are not permitted.

7.5.5. To apply for entry, the Duo Team must achieve the Boston Marathon Open Division qualifying time standard for the duo runner's age and gender on a certified marathon course within the designated qualifying window.

7.5.6. A duo runner or duo rider must submit a registration application on behalf of the Duo Team and provide all required information including the second team member's full name and the team's qualifying race information. Should the Duo Team be accepted, the second member of the Duo Team must also submit a registration application as instructed by the B.A.A.

7.5.7. The Duo Team's qualifying race performance must be achieved in accordance with B.A.A. Duo Team participation rules. Refer to 7.5.8.

7.5.7.1. Performances in which more than one person pushed the racing wheelchair will not be accepted.

7.5.8. For all Duo Teams, the following participation rules apply:

7.5.8.1. The duo rider must be securely fastened and remain in the customized racing wheelchair throughout the duration of the race.

7.5.8.2. Only the registered duo runner may push the rider during the race; no relay teams are permitted.

7.5.8.3. No racing chairs with gears, chains, cranks, motors, or pedals are permitted.

7.5.9. For safety reasons, the B.A.A. requires that non-qualified Duo Teams interested in applying for entry through an official charity program or other invitational entry method must have completed a marathon as a team in six hours or less (6:00:00) during the designated qualifying window to be considered for entry.

7.5.9.1. Non-qualified Duo Teams must follow application procedures as directed by the B.A.A. Due to field size limits, acceptance is not guaranteed.

7.6. HANDCYCLE PROGRAM

7.6.1. To be eligible to participate in the Handcycle Program of the Boston Marathon, the athlete must:

7.6.1.1. Possess a permanent physical impairment that aligns with the eligible physical impairment types defined by the [International Paralympic Committee](#) and recognized within the sport of Handcycle, a discipline of Para-Cycling, and

7.6.1.2. The impairment must impact the person's ability to ambulate.

7.6.2. Handcycle athletes must provide impairment documentation at time of registration or have current documentation on file with the B.A.A. A Para-Cycling classification (H1 – H5) may be used in lieu of documentation but is not required.

7.6.3. To apply for entry, handcycle athletes must achieve their respective qualifying time by age and gender on a certified marathon course during the designated qualifying window.

7.6.4. Handcycles must meet current handcycle specifications defined by UCI (Union Cycliste Internationale) Para-Cycling.

7.6.5. All other gear, crank, or pedaled equipment, including but not limited to foot/leg powered bicycles, recumbent bikes and tricycles are not permitted in the Boston Marathon.

7.6.6. No motorized or electric powered equipment of any kind is permitted for use by participants in the Boston Marathon

7.6.7. The Boston Marathon is not a sanctioned para-cycling event. The B.A.A. reserves the right, at any time and under any condition, to establish, update or revise rules of participation by handcycle entrants to ensure the safety of all race participants.

- 7.6.8. Handcycle participants are required to wear a US CPSC helmet.
- 7.6.9. The B.A.A. strongly encourages handcycle participants to affix a safety flag to the back of their handcycle to increase their visibility to race officials, bike spotters, and lead vehicles on the marathon course.
- 7.6.10. Due to the steepness and curvature of the start of the marathon course, the B.A.A. will implement a controlled start. Handcycle participants will be required to maintain a pace no faster than 12 mph and hold grid position for the first one-half mile.
- 7.6.11. Handcycle participants must control their speeds throughout the race to ensure their own safety and the safety of others. Handcycle participants are required to abide by speed parameters established by the B.A.A. including, but not limited to, speed limits on sections of the course and/or final finishing time.
- 7.6.12. When racing in the proximity of runners, handcycle participants must have sufficient control of their handcycles and yield the right-of-way to runners. In every case, the ultimate right-of-way belongs to runners.
- 7.6.13. If approached by any official race vehicle, the handcycle participant must move to the safest side of the road at that time until the vehicles have passed.
- 7.6.14. Handcycle participants must abide by the [Handcycle Rules of the Road](#).
- 7.6.15. Any handcycle participant overtaking another participant must do so in a safe manner and only when there is sufficient clearance to do so.
- 7.6.16. The B.A.A. reserves the right to prohibit the overtaking of men or women Wheelchair Division leaders by a handcycle participant if deemed appropriate. In such an instance, the B.A.A. will communicate this rule to handcycle participants in advance of the race start.
- 7.6.17. In the recumbent position, the athlete must have an unobstructed view of the road ahead.
- 7.6.18. For safety reasons, the B.A.A. reserves the right to establish, update, or revise a minimum performance standard of 3 hours (3:00:00) and/or require documentation of adequate fitness and racing experience for non-qualified entrants to ensure such participants can competently and safely complete the marathon distance in a handcycle. The B.A.A. reserves the right to modify the performance time.

7.7. REQUESTS FOR ACCOMMODATION

- 7.7.1. Requests for an accommodation on the basis of a disability pursuant to applicable law, including the Americans with Disabilities Act (ADA), must be submitted in writing to paraathletes@baa.org no later than 6 weeks prior to race day for the B.A.A. to have adequate time to review and respond to such requests. Requests for accommodation must be accompanied by sufficient documentation, as determined by the B.A.A. and in accordance with applicable law, supporting a request for accommodation. All such requests will be evaluated by the B.A.A. on a case-by-case basis.

8. PENALTIES

8.1. RULE VIOLATIONS

- 8.1.1. The B.A.A. reserves the right and has the sole discretion to determine and impose any penalty deemed appropriate should an applicant, entrant or participant violate any rule or policy herein including any appendix or addendum.
- 8.1.2. Applicants or participants who commit a rule violation, whether explicitly observed by race officials or that become known to the B.A.A. by some other means, are subject to penalties at the B.A.A.'s discretion.
- 8.1.3. Penalties imposed by the B.A.A. may include but are not limited to:
- 8.1.3.1. *Official warning in writing detailing consequence of a repeat offense*
 - 8.1.3.2. *Rejection of the applicant's registration application and removal from the race entry list.*
 - 8.1.3.3. *Disqualification from and removal from official race results.*
 - 8.1.3.4. *A period of ineligibility from B.A.A. events.*
 - 8.1.3.5. *A lifetime ban from the Boston Marathon and future B.A.A. events.*

8.2. REPORTING A VIOLATION

- 8.2.1. An Incident Report of a suspected rule violation may be reported to the B.A.A. up to seven (7) days after the race using an online form at www.baa.org.
- 8.2.1.1. *All incident reports submitted to the B.A.A. of a potential rule violation will be reviewed and investigated for corroborating evidence.*

8.2.2. Protests may be submitted to the Race Referee or IPC Technical Delegate on race day during a designated time period in accordance with the Protest and Appeals process.

8.2.2.1. *Protests must be submitted in writing.*

8.2.2.2. *All protests will be reviewed by the Race Referee or IPC Technical Delegate.*

8.2.2.3. *The athlete or athlete's representative may appeal the ruling of the Race Referee or IPC Technical Delegate.*

8.2.2.4. *Appeals will be reviewed by the Jury of Appeals.*

8.2.2.5. *The ruling of the Jury of Appeals is final.*

9. ADMINISTRATION

9.1 MODIFICATIONS

9.1.1 *The B.A.A. reserves the right to modify, revise or amend the Rules and Policies set forth in this document at any time, with or without prior notice.*

9.1.2 *While the B.A.A. has attempted to address the various issues that may arise in connection with the Boston Marathon, situations may occur that have not been addressed or contemplated by the Rules and Policies. In such cases, the B.A.A. has authority to take any action it deems appropriate.*

9.2 POLICY INTERPRETATION

9.2.1. The B.A.A. has the sole discretion to interpret the Rules and Policies set forth in this document.

9.2.2. Decisions and interpretations made by the B.A.A. in resolving any issues or disputes are final and binding on all applicants, entrants, participants and/or other interested parties.

9.2.3. In the event there is a conflict between these Rules and Policies and the law, applicable law applies.

9.2.4. The waiver by the B.A.A. of any provision in these Rules and Policies on one or more occasions shall not operate or be construed as a waiver of the B.A.A.'s rights to enforce and/or apply these Rules and Policies on any subsequent occasion.

9. APPENDIX A: BOSTON MARATHON PARTICIPANT AGREEMENT

The Boston Athletic Association (B.A.A.) Boston Marathon is a serious athletic endeavor. By submitting this entry form, you agree to comply with the following terms and conditions, and you certify the information you are providing is complete and correct.

You understand, agree and acknowledge that:

- the cities and towns control access to the roadway, and that traffic control and other race support along the course may temporarily cease at various times during the race. All such traffic control and race support will end approximately six hours from the time the last official participant crosses the start line;
- the B.A.A. does not assume responsibility for your health, safety, security, or support;
- the responsibility for medical costs of any kind associated with transport, care, and treatment lies with you, the participant;
- ambulatory runners must be able to complete the entire 26.2-mile course in under six hours (net time);
- you must follow all health and safety protocols including specific start times, bus loading times in Boston, and transportation to the start;
- you must not compete in a manner which, in the judgment of the race officials, interferes with race operations, other participants, or the integrity of the competition;
- you must not cover, alter, transfer or reproduce your official bib number, you will not alter or transfer your timing and scoring chip. This would result in your and your transferee's disqualification from this and future competitions.
- you must wear the B.A.A. issued bib as directed by the B.A.A.
- you must ensure the B.A.A. issued bib is visible at all times during the race.
- you must wear the B.A.A. issued bib on the front and outermost layer of your running apparel.

- you must not transfer your official bib number or timing device -- or your right to obtain an official bib number or timing device – to anyone or any organization for any purpose, including charity auction, lottery, or other fundraising efforts;
- you must adhere to the rules of the World Athletics, USATF, Abbott World Marathon Majors, World Para Athletics, USADA, WADA and the B.A.A.;
- your entry is non-transferable, non-refundable, and non-deferrable to future races, except for deferral requests made through the B.A.A.’s pregnancy and postpartum deferment policy. Duplication or transfer of bib numbers is not permitted.
- official timing and scoring are by net time and ceases six hours after the final participant crosses the start line, at which time the course is opened to vehicular traffic.
- age group and non-binary awards are by net time.
- only Open, Masters, Wheelchair and Para athletes starting in the professional fields are eligible for prize money.

I acknowledge the conditions listed above and agree to abide by them.

I agree that I will follow all B.A.A. protocols and procedures related to public health policies for the Boston Marathon as established by the CDC (Center for Disease Control), state, and local public health officials. I assume all risks incidental to and associated with attendance and participation in the Boston Marathon, including the risk of contracting COVID-19. B.A.A. COVID-19 mitigation efforts will be guided by policies and procedures of the CDC, state, and local public health officials.

PARTICIPANT’S AGREEMENT, WAIVER, RELEASE AND ACKNOWLEDGEMENT

In consideration of my acceptance into the Boston Marathon (the “Event”), I hereby, for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for liability and damages I or my heirs, executors, and administrators may have against the Boston Athletic Association (“B.A.A.”), its employees, agents, officers, governors, sponsors, and volunteers, USA Track and Field, the Commonwealth of Massachusetts, and the City of Boston and any other city or town in which the Event is contested, and their representatives, successors and assigns, for any and all injuries or death suffered by me in or arising from said Event. I acknowledge that it is my responsibility to understand the risks and determine whether I am fit to safely complete this Event and the precautions I should take. I attest and certify that my physical condition and ability to safely complete this Event have been verified by a licensed medical doctor (except where the latter is in violation of religious principles) and that I am physically fit and have sufficiently trained to complete this Event. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this Event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this Event and personally assume this risk. I agree to abide by all rules and guidelines of the B.A.A. and not to cover, alter, reproduce, or transfer my running number or alter or transfer my timing and scoring chip on

pain of my and my transferee's disqualification from this and future competitions. I further agree to read and abide by the [World Health Organization's \(WHO\)](#), [Center for Disease Control's \(CDC\)](#), and/or applicable local authority's recommendations for the prevention of the spread of communicable diseases, including without limitation, COVID-19. I grant to the B.A.A. and its sponsors and licensees the exclusive right to the free use of my name, voice, and/or picture in any broadcast, telecast, advertising, promotion, or other account of this Event, except when usage suggests an endorsement of any product or service without my consent. I agree that the B.A.A. may publish my Personal Information (defined below) as part of the results of the Event and may pass such information to Abbott World Marathon Majors, the governing body (national or international) or any affiliated organization for purposes such as obtaining insurance, obtaining permits and/or for publishing results either for the Event alone or combined with or compared to other similar events. Personal information here may include, without limitation, name, gender, any club affiliation, race times, occupation, town of residence, and age category. If I choose to make a donation to one of the B.A.A.'s charity partners, I agree that the following information may be shared with the charitable organization that I selected: my name, mailing address, email address, and amount donated. I agree that by wearing any form of tracking device provided by the B.A.A. – including but not only ticketing wristbands – my personal information will be collected and utilized by relevant partner organizations. This may include without limitation name, age, gender, age category and contact information. I acknowledge that my entry fee is non-refundable, non-deferable, and non-transferable, except for deferral requests made through the B.A.A.'s pregnancy and postpartum deferment policy. If the Event is cancelled, the B.A.A. has no obligation to me for any expenses that I may incur pertaining to my planned participation, whether for travel, lodging, meals or any other matter. I agree that any legal claim or dispute arising out of or in any way relating to my participation in the Event will be governed by the laws of the Commonwealth of Massachusetts and will be adjudicated exclusively by and in the Courts of the Commonwealth of Massachusetts.

CONSENT TO TREATMENT

In the event of an emergency, I do grant permission to officials of the B.A.A. to provide onsite medical treatment and, if needed, transport me to a hospital emergency room for medical or surgical treatment. I give full authorization to the B.A.A. and its medical staff, employees, agents and/or subcontractors to secure medical care or treatment for me. I understand that this may involve collection of medical survey data and other uses of a mobile application in connection with any medical treatment or medical attention provided to me as part of the Event. This treatment may include assistance from approved and licensed medical staff providing medical care at the Event, the nearest physician, hospital, trained nurse, or EMT in the event of illness or injury that requires immediate attention, as determined by the Event staff. I grant to the B.A.A. and its medical staff and designees access to my medical records and physicians, as well as other information relating to medical care that may be administered to me due to my participation in the Event. I acknowledge and agree that I am responsible for any payments due to any service providers who furnish any such treatment, including emergency medical transport services, and I authorize the B.A.A. to provide contact information for me to any medical service provider seeking such payment.

CONSENT TO ANTI-DOPING POLICY

I understand that the Boston Athletic Association (herein referred to as the “Local Organizing Committee” or “LOC”), has organized the Boston Marathon (the “Event”) to be held in Boston, Massachusetts, a USATF (“Sanctioning Body”) sanctioned event. I understand that the LOC has contracted with the United States Anti-Doping Agency (“USADA”) to conduct doping control services in conjunction with the Event, including sample collection and analysis, results management, and the adjudication of disputes involving potential anti-doping rule violations for participants in the Event. I understand and agree that by virtue of signing this Consent, I am subject to doping control conducted by USADA. I understand and agree that the World Anti-Doping Code (“Code”) and the USADA Protocol for Olympic and Paralympic Movement Testing and its Annexes (“USADA Protocol”) apply to me and constitute the anti-doping rules for the Event, and that I am required to abide by all such rules and by the anti-doping rules of the LOC and the Sanctioning Body. I further understand and agree that the LOC shall recognize and enforce any sanction imposed against me by USADA, the Sanctioning Body or any other Code Signatory that results from a violation of the applicable anti-doping rules, regardless of whether such violation occurred during the Event.

I agree that during the Event and for up to ninety (90) days thereafter as may be needed for follow up testing, I will be subject to blood and/or urine testing for any substance or method on the World Anti-Doping Agency (“WADA”) Prohibited List: www.usada.org/prohibited-list. I agree to submit to urine and/or blood testing by USADA immediately upon notification that I have been selected for drug testing and to provide complete whereabouts information to USADA in the event that follow up testing should become necessary. It is my responsibility to know and understand all anti-doping rules applicable to me prior to signing this Consent, including the requirement to obtain a Therapeutic Use Exemption (“TUE”) prior to using any medication containing a Prohibited Substance or Prohibited Method. The Code is available online and may be found at <https://www.wada-ama.org/en/resources/the-code/world-anti-doping-code>. The USADA Protocol is available online and may be found at http://www.usada.org/wp-content/uploads/USADA_protocol.pdf. Information regarding Prohibited Substances and Methods and TUE applications is available online and may be found at <http://www.usada.org/substances>.

I understand that significant penalties exist for any anti-doping rule violation and that such violations may be established through any reliable means including, but not limited to, drug testing, admissions, third-party testimony, and circumstantial evidence. If I am charged with an anti-doping rule violation, I agree that my case will be administered in accordance with the USADA Protocol. I, on behalf of myself, my team, my sponsors, and all who may claim through me, agree that arbitration under the terms of the USADA Protocol is our sole and exclusive legal recourse and means of addressing any charge of doping, ineligibility, loss of results or any other issues arising from any anti-doping rule violation, or any other matter arising in connection with the collection, transport, and analysis of my sample(s), results management, or the reporting or communication of drug testing information or doping control results by USADA or its designees. I, on behalf of myself, my team, my sponsors and all who may claim through me, hereby waive and release any other right, remedy, claim or cause of action involving USADA, the LOC, the Sanctioning Body or any other party relating to doping control and/or the handling, analysis, and reporting of my sample(s) or the administration of any potential or actual anti-doping rule

violation. In the event that I challenge the laboratory results or otherwise contest any charges from USADA that I committed an anti-doping rule violation and am then found to be in violation of the USADA rules, I understand and agree that I will reimburse the LOC for any and all costs associated with the results management of my case.

I have read, fully understand, and agree to the foregoing terms.

Bib numbers are non-refundable, non-transferable, and non-deferable except for deferral requests made through the B.A.A.'s pregnancy and postpartum deferment policy.

I acknowledge the deferment policy.

10. APPENDIX B: REGISTRATION PROTECTION

2024 REGISTRATION PROTECTION OVERVIEW

The Boston Athletic Association is proud to offer you the option to protect your registration through its Enhanced Registration Refund program . Athletes can elect to upgrade to the Enhanced Registration Refund program at the point of registration for the 127th Boston Marathon, scheduled to take place on Monday, April 15, 2024.

This program authorizes you to get a refund of your race entry fees and ancillary purchases, but must be selected during the event registration process. Upon formal acceptance into the Boston Marathon, athletes will be charged for the race entry, ancillary purchases and the registration protection fee, if that option is selected. Athletes will receive confirmation emails separately from the B.A.A. and Protecht, the company that services our Enhanced Registration Refund program. The email from Protecht will confirm your selection of the Enhanced Registration Refund program and include the reference number needed in the event of filing a refund request.

REFUNDS AVAILABLE FOR INABILITY TO RACE DUE TO:

1. Loss of job for athlete;
2. Severe weather which prevents athlete from attending race;
3. Complications of pregnancy;
4. Serious injury or unforeseen illness occurring to the athlete or athlete's family member, including COVID;
5. Athlete on active military duty;
6. Athlete being involved in a traffic accident;
7. Mechanical breakdown of athlete's vehicle within 48 hours of event;
8. Fire, flood, burglary, vandalism or natural disaster causing athlete's home to be uninhabitable;
9. Additional Refund Reasons detailed in the Enhanced Refund Program wording that is available at purchase and upon confirmation of purchase by email.
10. DETAILS AND SOME LIMITATIONS APPLY. Please see the Enhanced Registration Refund program wording provided at point of registration and in confirmation email and here: The exclusions are dependent on your state or country of residence. Please refer to Protecht for additional terms & conditions:
[Enhanced Refund Program Terms and Conditions](#)

REFUNDS UNAVAILABLE:

1. If the B.A.A. and event organizers cancel the race due to factors outside of their control;
2. DETAILS AND SOME LIMITATIONS APPLY. Please see the Enhanced Registration Refund program wording provided at point of registration and in confirmation email and here: [Enhanced Refund Program Terms and Conditions](#)

CAN REGISTRATION PROTECTION BE CANCELED AFTER PURCHASING?

1. The cancellation window would begin once the athlete receives their race acceptance & enhanced Registration Refund Protection confirmation emails.

11. APPENDIX C: PRIVACY POLICY

August 2023

The Boston Athletic Association (“B.A.A.,” “we,” or “us”) respects the privacy of our athletes, volunteers, website visitors, and other individuals. This Privacy Policy describes how we collect, use, and share information in connection with our websites (“Websites”), our mobile applications (“Apps”), and your “Athletes’ Village Account” (“account”) (collectively, the “Services”). It also explains your rights and choices with respect to such information and the steps you can take to protect your privacy.

Please read this policy carefully and let us know if you have any questions. By visiting or using the Services, installing our Apps, clicking “I agree” or any other button indicating your acceptance of this Privacy Policy, or otherwise providing information to B.A.A., you are consenting to the collection, use, and sharing of your information as described in this Privacy Policy.

The information that we collect in connection with our Services is controlled by the Boston Athletic Association, which is headquartered in the United States at 185 Dartmouth Street, 6th floor, Boston, Massachusetts 02116. As a result, such information may be transferred to and processed in the United States, as described in the section below titled “Information for Individuals Outside the United States.”

INFORMATION THAT WE COLLECT

We and our service providers collect a variety of information through the Services, including:

Account and profile information. We collect information when you create an account or edit your profile, such as your name, username, password, email address, demographic category information you choose to provide, race history, and volunteer experience.

Event registration or volunteer information. We collect information when you register or volunteer for a race or other event, such as your name, address, email address, phone number, country of residence, citizenship, age or date of birth, gender, race history and experience, club affiliation, occupation, and other demographic categories you choose to provide, emergency contacts, and self-reported disability status, proof of disability, or other health-related information that you provide directly to us as necessary for participation in a race or other event. Our third-party service providers may also collect your payment card information when you submit your registration.

Race activities and results. We collect information when you participate in a race or other event that we organize. For example, we may collect information about your real-time location during a race (such as your progress along the course), your race times and splits, and your finishing results. We may share this information with the general public through our Services, as described in the section below titled “How We Share Information.”

Information you provide to us directly or through the Services. We collect information that you provide to us directly or through the Services, such as when you post questions or comments, respond to surveys, rate the Apps, or communicate with us.

Information collected automatically. When you use our Services, we or our third-party service providers may automatically receive and record certain information. For example, this may include your device’s IP address, user-agent string, information about your use of the Services during your current session and over time (including the pages you view and the files you download), the date and time of your visit, links you click, searches conducted, the website visited before navigating to the Services, your software and hardware attributes (including browser and operating system type and version, App version, device type, and device identifiers), and your general location inferred from IP address. To obtain such information, we or our third-party service providers may use the following technologies to recognize your device and collect information about your Services usage:

Server logs. When you use the Services, we automatically receive and record certain information from your computer (or another device) and your browser. To obtain such information, we may use server logs or applications that recognize your device and gather information about its online activity.

Cookies. We also use cookies on the Services. Cookies are small files that are stored on your device by your web browser. A cookie allows us to recognize whether you have visited before and may store user preferences and other information. If you are concerned about having

cookies on your device, you can set your browser to refuse all cookies or to indicate when a cookie is being set, allowing you to decide whether to accept it. You can also delete cookies from your device. However, if you choose to block or delete cookies, certain features of the Services may not operate correctly.

Web beacons, tags, pixels, and similar technologies. The Services or the emails that you receive from us may use an application known as a “web beacon” (also known as a “tag” or “pixel”) and similar technologies. Web beacons are small strings of code that provide a method for delivering a graphic image on a web page or in an email message to transfer data. For example, it may allow an email sender to determine whether a user has opened a particular email.

Mobile advertising IDs. We may use mobile advertising identifiers (such as Apple’s IDFA or Google’s Advertising ID) to collect information for analytics purposes, as described in the section below titled “Third-Party Analytics.”

We may combine information collected through the Services with information that we collect in other contexts, such as information from our email communications or phone calls with you, or data that we collect at races and events. We also may collect information about your race eligibility, race qualifying information (such as information related to your past participation in other races), and factors that may disqualify you from participating in a race. We will treat such combined information in accordance with this Privacy Policy.

HOW WE USE INFORMATION THAT WE COLLECT

We and our service providers use the information that we collect for a variety of purposes, including:

Providing the Services. To provide our Services to you, organize races and events, fulfill the terms of any agreement you have with us, respond to your requests, and for other purposes related to managing our organization;

Communicating with you. To communicate with you regarding your account, events for which you have registered or volunteered, important updates regarding our Services, and other administrative issues;

Sending B.A.A. newsletters or other promotional messages. To send you newsletters or other promotional messages regarding our Services and the events that we organize;

Enabling community features. To allow you to ask questions, post comments, and communicate with other users on the Services;

Tailoring our content and advertisements. To tailor content on the Services and target our advertising;

Conducting analytics and improving our services. To count and recognize visitors to the Services, analyze how visitors use the Services, improve the Services, create new products and services, and conduct analytics, including as described in the section below titled “Third-Party Analytics”;

Compiling aggregated and de-identified information. To compile aggregated and de-identified statistics or reports that we may share with our partners or other third parties;

Legal purposes. For legal or other necessary purposes, including as described below in the section below titled “How We Share information.”

HOW WE SHARE INFORMATION

We share information with third parties for a variety of reasons, including as follows:

Service providers. We use third-party service providers to help us manage and improve our Services and organize races and events. These service providers may collect and use your information to assist us in achieving the purposes discussed in this Privacy Policy. For example, we may use third parties to assist with race events, mail printed materials to runners or volunteers, communicate with runners or volunteers, perform data storage and processing services, process payments on our behalf, tailor our advertising, and perform analytics, including as described in the section below titled “Third-Party Analytics.”

Other users of the Services. We may allow you to share information directly with other users of the Services. For example, if you post questions or comments to other users through the Services, add information to your profile, respond to surveys or requests to rate the Apps, or use other features of the Services, then your questions, comments, profile, or other information may be seen by other users of the Services. Please ensure when using these features that you do not submit any information that you do not want to be shared with other users or the public.

Our partners. We may share information about final race results with our partners, including other non-profit organizations, sports organizations, or researchers who may use the final race results to confirm race eligibility/disqualification, generate reports, or conduct academic research.

Live updates and final race results. If you participate in a race that we organize, we may share certain information about you with the general public. For example, we may share your name, age group, gender, state and country of residence, and final race results through our Websites and Apps. We also may share your real-time location during a race (such as your progress along the course), race times and splits, and final results so that others can track your progress.

Third-party plugins. The Services may integrate certain third-party plugins (such as a Facebook “like” button and Twitter “follow” button). Even if you do not click on these plugins, they may collect information about you, such as your IP address and the pages that you view. They also may set and/or access a cookie or use similar tracking technologies. These plugins are governed by the privacy policy of the company providing them.

Legal purposes. We may use or share your information with third parties when we believe, in our sole reasonable discretion, that doing so is necessary:

To comply with applicable law or a court order, subpoena, or other legal process;

To investigate, prevent, or take action regarding illegal or prohibited activities, suspected fraud, violations of our rules or terms and conditions, or situations involving threats to other athletes, volunteers or users, our property, or the property or physical safety of any person or third party;

To establish, protect, or exercise our legal rights or defend against legal claims.

Organizational transfers. We may share your information with third parties to facilitate the financing, securitization, insuring, merger, acquisition, sale, assignment, bankruptcy, or other disposal of all or part of our organization or assets.

Aggregated and de-identified information. We may share aggregated and de-identified information with third parties, such as by publishing or sharing reports with third parties about trends in the usage of the B.A.A. Services.

THIRD-PARTY ANALYTICS

We partner with certain third parties to collect information to engage in analytics, auditing, research, and reporting. These third parties may use server logs, web beacons, tags, pixels, mobile advertising IDs (such as Apple’s IDFA or Google’s Advertising ID), and similar technologies, and they may set and access cookies on your computer or other device. In particular, our Services use Google Analytics to help collect and analyze certain information for the purposes discussed above. You may learn more about Google Analytics’ data practices by clicking [here](#) and opt out of the use of cookies in web browsers by Google Analytics by clicking [here](#).

Please note that our Services do not respond to browser Do Not Track signals at this time.

THIRD-PARTY LINKS, WEBSITES, AND APPS

The Services may contain links to websites or mobile apps of other third parties, including social media sharing features that link to third-party websites. If you follow a link to any of these websites or apps, please note that these websites and apps (and any services that may be accessible through them) have their own privacy policies. We are not responsible for the

privacy practices of other websites or apps or the information you share through such other websites or apps. We encourage our users to be aware when they leave the Services and to read the privacy policies applicable to such third-party websites and apps. This Privacy Policy applies solely to information collected in connection with the Services.

DATA SECURITY AND RETENTION

B.A.A. uses reasonable physical, technical, and administrative safeguards to protect your information against loss or unauthorized access, use, modification, or deletion. However, no security program is 100% secure, and thus we cannot guarantee the absolute security of your information.

B.A.A. retains your information for as long as reasonably necessary for its legitimate business purposes, to provide the Services to you, to fulfill the purposes described in this Privacy Policy, or as required by law.

YOUR RIGHTS AND CHOICES

B.A.A. provides you with choices to review, access, and update your information or to exercise your data protection rights, as follows:

If you no longer want to receive our newsletters or other promotional communications from B.A.A., please follow the “unsubscribe” instructions that are included at the bottom of each message. Please note that if you unsubscribe from our promotional communications, you will still receive administrative messages from us.

If you are a California resident under 18 years of age and a registered user of our Services, you may request that we remove content and information that you post on our Services. To obtain removal of such content and information, please send us an email to info@baa.org with a brief description of the content or information you would like to have removed. Please note that such a request does not necessarily ensure complete or comprehensive removal of content posted by you, since the content and information may remain in our or our service provider’s databases, may remain visible in a manner that does not identify you, or may have been re-posted by another user.

You may have additional rights under applicable laws to request access to, correction of, deletion of, or restrictions on the processing of certain information. You also may have rights under applicable laws to opt out of or withdraw consent to further processing, request copies of your data, or lodge a complaint with a data protection authority in your jurisdiction. To make such a request and/or inquire about such rights, please send us an email at info@baa.org with “Attn: Privacy/Legal” in the subject line. For your protection, we may only implement requests related to information that we have associated with the email address

you use to send us your request, and we may need to verify your identity before implementing your request.

INFORMATION FOR INDIVIDUALS OUTSIDE THE UNITED STATES

The information that we collect through or in connection with our Services may be transferred to and processed in the United States for the purposes described above. B.A.A. also may subcontract the processing of your data to, or otherwise share your data with, third parties in the United States or other countries outside your country of residence. The data protection laws in these countries may be different from, and less stringent than, those in your country of residence. By visiting or using the Services, installing our Apps, clicking “I agree” or any other button indicating your acceptance of this Privacy Policy, or otherwise providing information to B.A.A., you explicitly consent to such transfer and processing.

We may implement standard contractual clauses, contractual arrangements, or other mechanisms, as appropriate, to safeguard your information during such cross-border transfers. We also may transfer information to the United States or another country as necessary for the performance of our agreements with you or to establish, exercise, or defend legal claims.

If you are an EU resident, our legal basis for processing information will depend on the type of information at issue and the purpose for which it is collected and used. In many cases, we rely on your consent to process information, or we process information as necessary for the performance of our agreements with you. When processing special categories of data, such as ethnicity, we rely on your consent. We also may rely on our legitimate interests to process your information, for the purposes described in this Privacy Policy, except where such interests are overridden by your data protection interests or fundamental rights and freedoms.

CHILDREN’S PRIVACY

The Services are not intended for nor directed to individuals that are deemed to be children under applicable data protection or privacy laws. We request that such individuals do not provide information to us through any of the Services.

SENSITIVE INFORMATION

We generally ask that you not send us, and you not disclose, any sensitive information (e.g., social security numbers, financial account information, information related to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, or sexual orientation) on or through the Services or otherwise to us, except for self-reported disability status, proof of disability, or other health-related information that you provide directly to us as necessary for participation in a race or other event. In some

circumstances related to your account, you may have the option to provide us with information, such as your ethnicity, which we will only collect and process with your consent. None of this sensitive information will be shared with third parties, except in the aggregate and never in a form that is attributable to an individual, and you will always have the option to decline to share such sensitive information with us.

CHANGES TO THIS PRIVACY POLICY

We may revise this Privacy Policy periodically in the future. If we make any material changes, we will post the revised Privacy Policy on our Websites and in our Apps under “Settings,” with an effective date indicating when the revised Privacy Policy will take effect. We encourage you to review this Privacy Policy periodically.

12. APPENDIX D: ATHLETES' VILLAGE AGREEMENT

The Boston Athletic Association (“B.A.A.”) provides an Online Community, known as Athletes’ Village, for Users to interact with one another and engage with the B.A.A. All materials included within are the exclusive property of the B.A.A. and must not be shared outside of Athletes’ Village. By registering and creating an account, Users acknowledge and agree to the policies and terms of the B.A.A. Legal and Privacy Policy. In addition, Users agree to the following additional terms:

Community Standards

All User questions, answers, opinions, or information, whether text, image, or video, contributed to the Online Community constitute “Content.” By participating in the Online Community, you acknowledge that you are participating in a public forum and have no expectation of privacy in your Content. The B.A.A. does not endorse and is not responsible for the accuracy, usefulness or applicability of Content posted in the Online Community. You may encounter content that is inaccurate, inapplicable, or offensive. The B.A.A. may remove posts that are offensive, that violate community guidelines, or for any other reason we deem appropriate. The B.A.A. may also limit or terminate your use of Online Community or our Services if, in our sole judgment, you abuse or inappropriately use the Online Community.

Examples of the types of violations that may result in immediate post removal, suspension, or termination from the Online Community, or our Services include:

- Violating any laws, the B.A.A. Legal and Privacy Policy, or infringing any third-party rights;
- Posting any material that is false, misleading, defamatory or invasive of another person’s right of privacy or right of publicity;
- Posting any material that is harmful, obscene, harassing, offensive, or threatening; including political speech;
- Collecting information about others without their consent;
- Copying, modifying or distributing Content or the Online Community content or otherwise infringing on copyrights and trademark rights;
- Solicitations of other Users or SPAM of any kind; including the sale or promotion of any products without the expressed written consent of the B.A.A.;
- Using any material obtained through the Online Community for commercial purposes.
- Continuous violations of community guidelines.

The B.A.A. has no obligation to monitor the Online Community but may do so at our sole discretion and as we deem appropriate. Please report inappropriate or offensive content, policy violations or other problems to info@baa.org or flag it within the community.

Challenge Terms

The B.A.A. may host virtual activities (“Challenges”) through the Online Community, known as Athletes’ Village. These Challenges may involve physical activity and Users may elect to participate in one or more Challenges during the course of their participation in the Online Community. Users agree and acknowledge that participating in a Challenge, organized as a virtual activity in which (i) Users attempt or complete the Challenge or Challenge components at a date and time of their choosing, (ii) in a location and route of their choosing, and (iii) without any support, safety, or security measures provided by or put in place by the B.A.A., is a potentially hazardous activity that could result in injury or death. Users agree and acknowledge that they are participating in the Challenge in the exercise of their own free will and at their own personal risk. Users agree and acknowledge that it is their responsibility to understand the risks and determine whether they are fit to safely complete the Challenge and to understand and determine the precautions they should take to do so. Users attest and certify that their physical condition and ability to safely complete the Challenge has been verified by a licensed medical doctor (except where the latter is in violation of a User’s religious principles) and that they are physically fit and have sufficiently trained to complete the Challenge.