

RACE FOR THE CURE VOLUNTEER RELEASE AND WAIVER

I AGREE ALL REPRESENTATIONS MADE AND RELEASES, WAIVERS, COVENANTS AND CONSENTS GIVEN BY ME HERE ARE GIVEN ON BEHALF OF ME AND ALL MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP WHO MAY ALSO VOLUNTEER. MINORS UNDER 18 MUST BE ACCOMPANIED BY A PARENT/GUARDIAN WHO IS ALSO A REGISTERED VOLUNTEER.

In consideration for volunteering for Race for the Cure ("Event"), I, for myself and my next of kin, heirs, administrators and executors, waive and release The Susan G. Komen Breast Cancer Foundation, Inc., its affiliates, including the affiliate conducting Event ("Affiliate"), and their respective directors, employees, volunteers, agents, assigns, vendors, contractors, governments, licensees and successors (collectively, "Releasees"), from any and all claims, liabilities, actions, demands, expenses and attorneys' fees arising out of my volunteer activities (collectively, "activities").

I understand my activities may involve physical activity, contact with other persons/animals or other potential risk of bodily injury or property damage. I voluntarily assume full and complete responsibility for and the risk of any injury, including death, accident or lost/stolen property.

I am medically/physically able to volunteer and take full responsibility for consulting a physician. I consent to emergency medical care/transportation if injured, as medical professionals deem appropriate. This Release extends to any liability arising out of or in any way connected to medical care/transportation provided, including negligent emergency rescue operations.

I will obey all laws, rules and safety procedures relating to my activities. I will exhibit appropriate behavior at all times and conduct myself in a manner as not to endanger the safety of or negatively affect Event or any person/property.

I give Releasees the irrevocable, perpetual and worldwide right to use, copy, publicly perform/display, distribute, modify, translate, and create derivative works of, for any purpose and without compensation, any personal statements, photos, videos, audio, and other recordings of me made during my activities and any original material I create in connection with my activities. Without limiting the foregoing, I agree all personal information I provide in connection with my activities may be used according to the privacy policy referenced below.

I agree to keep confidential any information I become privy to about each Releasee's operations, structure, employees, financials, marketing strategy, donor lists/amounts, upcoming events, current/proposed transactions and sponsorships and any proprietary information not otherwise publicly disclosed. I will not use any confidential information outside my activities or in any way detrimental to any Releasee.

This Release will be construed under the laws of the state where Event is held. If any provision of this Release is deemed unenforceable by law, Affiliate may modify such provision to the extent needed to be deemed enforceable and all other provisions will remain in full force and effect.

I certify I am at least 18 years old. I understand I have given up substantial rights by accepting this Release and have signed it freely and voluntarily without any inducement, assurance or guarantee. I intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

If Event is held in CA, the following applies:

This Release extends to claims and facts unknown and unsuspected to exist at the time of executing this Release. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Release. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Printed Name of Volunteer: _____

Volunteer's Signature: _____

Parent's or Guardian's Signature: _____

(If volunteer is under age 18)

Date: _____