

## RACE FOR THE CURE 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 TRAINING FOR OR PARTICIPATING IN EVENT. MINORS UNDER 18 MUST BE ACCOMPANIED BY A PARENT/GUARDIAN WHO IS ALSO A REGISTERED PARTICIPANT.**

In consideration of participation in the Race for the Cure, 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 training for and participation in Event and my related fundraising activities (collectively, "Event").

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

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

I will obey all laws, rules and safety procedures relating to Event. I will abide by any decision of an event official related to my ability to safely compete in Event and exhibit appropriate behavior at all times. Event officials may dismiss me without refund if my behavior endangers the safety of or negatively affects Event or any person or property.

I give Releasees the irrevocable, perpetual and worldwide right to use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of, for any purpose and without compensation (i) any personal statements, photos, videos, audio and other recordings of me made during Event and any original material created by me in connection with Event; and (ii) the results of my participation in Event. Without limiting the foregoing, I agree all personal information provided by me for Event may be used according to the privacy policy referenced below.

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 understand all donations made in connection with Event are non-refundable and non-transferable and the registration fee is non-refundable, non-transferable and not tax deductible.

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 California, 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 Participant: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Parent's or Guardian's Signature: \_\_\_\_\_

*(If participant is under age 18)*

Date: \_\_\_\_\_