



Bib # _____

Saturday, June 23, 2018

PHOTOGRAPHIC RELEASE and WAIVER AND RELEASE OF CLAIMS

I AGREE THAT ANY AND ALL REPRESENTATIONS MADE AND RELEASES, WAIVERS, COVENANTS, CONSENTS AND PERMISSIONS GIVEN BY ME HEREUNDER ARE GIVEN ON BEHALF OF ME AND ANY AND ALL OF MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP PARTICIPATING IN OR ATTENDING THE EVENT.

I give my consent and permission to The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen ("Komen"), its affiliates, their sponsors and corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of me that are made during the course of this event (the "Event").

I understand that (i) my consent to these provisions is given in consideration for being permitted to participate in this Event; (ii) I may be removed from this competition if I do not follow all the rules of this Event; and (iii) I am a voluntary participant in this Event. I am in good physical condition and am solely responsible for my personal health, safety and personal property. I KNOW THAT THIS EVENT IS A POTENTIALLY HAZARDOUS ACTIVITY AND I HEREBY VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND THE RISK OF, ANY INJURY OR ACCIDENT THAT MAY OCCUR DURING MY PARTICIPATION IN THIS EVENT OR WHILE ON THE EVENT PREMISES (COLLECTIVELY, "MY PARTICIPATION"). TO THE FULLEST EXTENT OF THE LAW, I, FOR MYSELF, MY NEXT OF KIN, MY HEIRS, ADMINISTRATORS, AND EXECUTORS (COLLECTIVELY, "RELEASORS"), HEREBY RELEASE AND HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST (I) KOMEN, [AFFILIATE CORPORATE NAME] D/B/A [AFFILIATE DBA NAME], AND ALL OTHER KOMEN AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS AND EMPLOYEES; (II) ANY EVENT SPONSORS; AND (III) ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THIS EVENT (COLLECTIVELY, THE "RELEASEES") FOR ANY INJURY OR DAMAGES I MIGHT SUFFER IN CONNECTION WITH MY PARTICIPATION . THIS RELEASE APPLIES TO ANY AND ALL LOSS, LIABILITY, OR CLAIMS I OR MY RELEASORS MAY HAVE ARISING OUT OF MY PARTICIPATION, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DAMAGE SUFFERED BY ME OR OTHERS, WHETHER SUCH LOSSES, LIABILITIES, OR CLAIMS BE CAUSED BY FALLS, CONTACT WITH AND/OR THE ACTIONS OF OTHER PARTICIPANTS, CONTACT WITH FIXED OR NON-FIXED OBJECTS, CONTACT WITH ANIMALS, CONDITIONS OF THE EVENT PREMISES, NEGLIGENCE OF THE RELEASEES, RISKS NOT KNOWN TO ME OR NOT REASONABLY FORESEEABLE AT THIS TIME, OR OTHERWISE.

This Photographic Release and Waiver and Release of Claims (collectively, the "Release") shall be construed under the laws of the state in which the Event is held. In the event any provision of this Release is deemed unenforceable by law, (i) Komen shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Release shall remain in full force and effect.

I understand that I have given up substantial rights by signing this Release, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

AGREE _____ DATE _____

PRINT NAME _____

EMERGENCY CONTACT AT THE EVENT _____ PHONE _____

EMERGENCY CONTACT NOT AT THE EVENT _____ PHONE _____