



MEDICAL HISTORY FORM AND IMAGE AND MATERIALS PUBLICATION CONSENT AND PERMISSION

For Official Use Only
<input type="checkbox"/> Cleared
<input type="checkbox"/> Need Emergency Contact Info
<input type="checkbox"/> Need Insurance Info
<input type="checkbox"/> Need Signature
<input type="checkbox"/> Special Medical Needs

Event:
Participant #:
Participant Name:
Team Name:

I wish to participate in the Susan G. Komen 3-Day® (the “3-Day”) and/or any pre-season activity, including but not limited to training walks, leading up to the Komen 3-Day (the 3-Day® and all pre-season activities leading up to the 3-Day are collectively referred to herein as the “Event”). If I am registering as a walker, I understand that I must raise at least \$2,300 by the first day of the event in order to participate in the 3-Day. If I am registering as a 20-mile walker, I understand that I must raise at least \$750 by the Saturday of the event in order to participate in the 3-Day. If I am registering as a crew member, I understand that I must raise at least \$100 by the Saturday of the event in order to participate in the 3-Day. During the 3-Day, minors under 18 years of age must be accompanied by a parent or legal guardian who is also a registered walker. If I am registering as a crew member, I will be at least 18 years old on the date the 3-Day commences.

I understand that all donations made in connection with the 3-Day are non-refundable and non-transferable, even if I do not participate in the 3-Day or the event is canceled for any reason. I also understand that the registration fee is non-refundable, non-transferable, and not tax deductible. If I am registering as a walker, I understand that I must raise at least \$2,300 by the first day of the event in order to participate in the 3-Day. **If I am registering as a 20-mile walker, I understand that I must raise at least \$750 by the Saturday of the event in order to participate in the 3-Day. If I am registering as a crew member, I understand that I must raise at least \$100 by the Thursday prior to the start of the event in order to participate in the 3-Day.** If I have not reached my fundraising minimum requirement by the deadline, I may choose not to participate or be prohibited from doing so.

WALKER AND CREW WAIVER AND RELEASE OF LIABILITY AND IMAGE RELEASE

I AGREE ALL REPRESENTATIONS, RELEASES, WAIVERS, AND COVENANTS ARE GIVEN ON BEHALF OF ME, MY MINOR CHILDREN, AND WARDS WHO PARTICIPATE. MINORS UNDER 18 YEARS OF AGE MUST BE ACCOMPANIED BY A PARENT/LEGAL GUARDIAN WHO IS ALSO A REGISTERED PARTICIPANT.

I understand and agree that my execution of this Waiver and Release is a prerequisite for my participation in The Susan G. Komen Breast Cancer Foundation, Inc.’s (“Komen”) event (the “Event”) which is described on the registration page, and that there are risks inherent in participating in the Event, including strenuous physical activity associated with walking or running long distances, fundraising, gathering with people (and pets, if applicable), being shuttled to other sites, eating and drinking, staying overnight in a tent or hotel room with others Komen may assign to that space (if applicable), and using public streets and facilities (the “Activities”). I am aware of and appreciate the risks that may result from the Activities, including falling, come into contact with people/animals, exposure to COVID-19, negligent/intentional acts of other participants or volunteers or non-participants, driving to/from Event, traffic, defects/conditions of premises, exposure to extreme weather, public safety threats, road surface conditions, failure of vehicle drivers to observe traffic laws, and any other injury or accident that may occur during my participation or risks not known to me or not reasonably foreseeable at this time. I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the Event or while on Event premises.

In consideration for participating in the Event, I for myself and next of kin/heirs, waive and release Komen, its directors, employees, volunteers, agents, affiliates, vendors (including but not limited to Event 360, Inc., on site medical team, and food and beverage vendors) contractors, government or public entities (including, but not limited to, the Department of Transportation), successors, and affiliated organizations and all of the above-listed entities’ respective directors, officers, agents, employees and members, and all other persons or entities associated with the Event (collectively, “Releasees”), from any and all claims, injuries, damages and attorneys’ fees arising out from participant Activities. I, on behalf of myself and my releasors, intend by this Waiver and Release to release in advance, and to waive my rights and to discharge all of the releasees from all claims, losses or liabilities I or my releasors might suffer in connection with my participation, or which may hereafter accrue to me or my releasors (including, but not limited to, claims, losses or liabilities for death, bodily injury or property damage) even though that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my releasors, assigns and legal representatives.

If Event is held in CA:

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 CA Civil Code are expressly waived with respect to any of the claims, injuries, or damages described in this agreement. Section 1542 of the California Civil Code: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

PUBLICITY RELEASE

I give Komen 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, my statements, information, photos, videos, audio, and other recordings of me, and any original material I create, whether provided/created by me or created by Komen or its agents, related to Event (“Materials”). I hereby acknowledge Komen’s sole ownership of Materials provided by me when (i) uploaded and/or submitted through an online portal, (ii) attached to an email, or (iii) by any other electronic means via cell phone or computer. I waive the right to inspect or approve Materials. Komen may assign any of the above rights to third parties. I release the Komen from any liability, damages, or claims resulting from the use of the Materials, including, but not limited to, claims for libel or invasion of privacy. I understand and agree that the terms herein are binding on my releasors, assigns, and legal representatives.

ACKNOWLEDGMENT

I understand that all donations made in connection with the Event are non-refundable and non-transferable, even if I do not participate in the Event or if the Event is canceled for any reason. I also understand that the registration fee is non-refundable, non-transferable, and not tax deductible. If I have a fundraising minimum requirement and have not met it by the deadline, I may choose not to participate or be prohibited from doing so.

I am medically/physically able to participate and complete the Event. I take responsibility for consulting a physician to discuss my participation. If I am aware of or under treatment for any physical infirmity, ailment or illness, I have discussed the Event and my participation with my medical care provider(s) familiar with such condition and he/she has approved my participation. I will maintain personal health insurance at all times during my participation. In the event of injury, accident or illness during my participation, I consent to receive, and authorize Event organizers, officials, volunteers, participants and spectators to use their discretion to administer, first aid, medical care and/or medical treatment. I consent to emergency medical care/transportation, as medical professionals deem appropriate. This extends to liability arising out of or connected to medical care/transportation provided. I certify that I have not had symptoms of or been exposed to COVID-19 in the past fourteen days. If impacted by COVID-19 I will not participate. I understand that senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me in connection with my participation.

I will read the Event description and rules for my participation and I will abide by all laws and safety procedures as well as rules established by the Event organizers and personnel. I understand that the Event organizers reserve the right, in their sole discretion, to refuse registration and/or participation to anyone at any time before or during the Event. I will exhibit appropriate behavior and not endanger others or negatively affect the Event or any person/property. I further agree that my participation in the Event is subject to the sole discretion of the Event organizers and the Event medical professionals, and that my participation may be limited for medical or other safety-related reasons.

I understand that, in connection with my participation, I have Komen’s limited permission to use the Event’s logos for personal use as a participant. I understand that I do not have permission to, and will not use, any other logo, phrase, name or trademark that is the property of Komen without Komen’s prior written approval. I understand that Komen is the sole and exclusive owner in all rights, title, and interest in and to numerous trademarks and service marks that are related to breast cancer awareness and charitable fundraising services, together with the associated goodwill therewith (collectively, “Komen Marks”). I hereby acknowledge Komen’s ownership of the Komen Marks, and agree not to contest or assist others to contest the ownership and validity of them, and further agree I will not, without written license from Komen, use any Komen Mark or any logo, phrase, name or trademark that is confusingly similar to a Komen Mark. Any use of the Komen Marks by me (whether or not authorized by Komen), shall inure to the benefit of Komen.

If applicable, I further agree to comply with all laws relating to the promotion and conduct of any fundraising activities associated with my participation, file all appropriate registrations as may be required or necessary for promoting and conducting any fundraising activities associated with my participation, and obtain all permits, releases, consents, licenses, and approvals as may be required or necessary for promoting and conducting any fundraising activities associated with my participation.

I understand that Komen may share my name and participant information for security, if requested in legal proceedings, or if in alignment with Komen’s Privacy Policy. For more information, please review the Privacy Policy on Komen’s website.

This agreement will be construed under the laws of Texas. If any provision is deemed unenforceable, Komen may modify 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 minors under 18 must be accompanied by a parent/guardian who is also registered to participate. I understand I have given up substantial rights by accepting this agreement and have signed it freely and voluntarily. My acceptance is a complete and unconditional release of liability.

PLEASE SIGN:

Participant Signature

Date

Parent/Guardian Waiver (for minors less than 18 years old):

I, the undersigned parent, legal guardian or custodian for the above minor, on behalf of the minor, have carefully read, fully understand and, by signing below accept the terms of this Waiver and Release.

Parent/Guardian Signature

Date

IMPORTANT—Completing this form is mandatory in order to participate in the 3-Day. Fax to: 888-317-9199, ATTN: Medical Operation Manager, or email medicalrecords@the3day.org. Submitting the form online is the fastest way to complete online check-in. If you are not able to email or fax the form, you can mail it to: Event Medical Staffing Solutions, c/o Susan G. Komen 3-Day, 4 Hook Road, Sharon Hill, PA 19079 Attn: Medical Operations Manager

CONFIDENTIAL EMERGENCY MEDICAL INFORMATION

Receipt of this document by the Medical Team is mandatory for all participants.

Last Name _____ First Name _____

Mailing Address _____ Suite/Apt. # _____

City _____ State/Province _____ Zip/Postal Code _____

Phone () _____ Date of Birth _____ Age _____ Weight _____

Participant ID # _____ Event Location _____

(Your Participant ID # can be found on your donation form or in your participant center.)

It is recommended that all event participants discuss participation in the event with his/her primary health care provider. If you have any of the following medical history, it is strongly recommended that you discuss your participation with your personal health care provider(s) familiar with such medical history and seek his/her approval of your participation in the event. Please check the box next to any applicable medical history category below. If any box is checked, please explain.

- | | |
|--|---|
| <input type="checkbox"/> Cardiac (heart) history (Select ONLY if current angina/chest pain OR cardiac problem within 6 months of event) | <input type="checkbox"/> High Blood Pressure (Select ONLY if NOT controlled with medication) |
| <input type="checkbox"/> Oncologic (Select ONLY if IV chemotherapy within 6 months of event) | <input type="checkbox"/> Surgery (Any within 3 months of event) |
| <input type="checkbox"/> Diabetes (Select ONLY if NOT controlled with medication) | <input type="checkbox"/> Ob/Gyn (Select ONLY if currently pregnant OR childbirth within 3 months of event) |

MEDICATION REFRIGERATION: Please list any medications that will need refrigeration on event: _____

Will you have any special medical needs during the event? If yes, please explain: _____

ON-EVENT EMERGENCY CONTACT

Name _____

Participant ID # _____

Phone () _____

PRIMARY PHYSICIAN(S)

Name _____

Phone () _____

Name _____

Phone () _____

OTHER EMERGENCY CONTACT

Name _____

Relationship _____

Phone (Mobile) () _____

Phone (Primary) () _____

INSURANCE INFORMATION

Company _____

Policy # _____ Group # _____

Phone () _____

If there are any changes in your medical/physical condition prior to the event, it is recommended that you update your Medical History Form, discuss the event with your medical care provider(s) and reconfirm his/her approval of your participation.

I hereby release the above medical information to the event Medical Records Coordinator, the event Medical Director and any other medical personnel who may need to care for me while on this event.