



MEDICAL HISTORY FORM AND IMAGE AND MATERIALS PUBLICATION CONSENT AND PERMISSION

Event:
Participant #:
Participant Name:
Team Name:

For Official Use Only

- ☐ Cleared
- ☐ Need Emergency Contact Info
- ☐ Need Insurance Info
- ☐ Need Signature
- ☐ Special Medical Needs

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 (PLEASE READ AND AGREE BELOW)

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.

WAIVER AND RELEASE OF LIABILITY

I understand that the 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 the Event or while on Event premises (collectively referred to herein as “my participation”).

I understand that during my participation, I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during my participation that could result in serious injury or death. I am aware that an inherent risk of exposure to COVID-19 exists in any public place where people are present, such as in the 3-Day. I understand that COVID-19 is a contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable. My participation is voluntary with knowledge of all such risks, including risks related to exposure to COVID-19.

In consideration for being permitted to participate in the Event, I, for myself and my next of kin, heirs, administrators, and executors (collectively “my releasors”) hereby voluntarily agree to assume all risks and to release, hold harmless and covenant not to sue Event 360, Inc., Susan G. Komen® or any sponsors, officials, volunteers, participating clubs, communities, organizations, friends of the 3-Day (including, but not limited to, the 3-Day medical partner, medical director and members of the medical team), and all other government or public entities (including, but not limited to, the Department of Transportation), 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, “the releasees”), for any claim, loss or liability that I or my releasors may have arising out of my participation or any fundraising activities associated with my participation, including, but not limited to, personal injury, death or property 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 or carelessness of the releasees, risks not known to me or not reasonably foreseeable at this time, or otherwise.

I, on behalf of myself and my releasors, intend by this Waiver and Release of Liability 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 of Liability is binding on my releasors, assigns and legal representatives.

I am physically capable of completing the event. I understand that it is recommended that I discuss my participation with my primary health care provider. 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. 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 rules and regulations established by the Event organizers and personnel as well as the local vehicle code. I further agree that my participation is subject to the sole discretion of the Event organizers and the 3-Day medical director, and that my participation may be limited for medical or other safety-related reasons. 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 acknowledge I will be sharing a hotel room or tent with another participant of my choice or a randomly assigned participant of the same gender.

I understand that I am solely responsible and liable for all aspects of the fundraising activities associated with my participation in the Event, including, but not limited to, the safe and lawful conduct of any fundraising activities and ensuring that such activities are conducted in a professional manner. I further agree to (i) comply with all laws relating to the promotion and conduct of any fundraising activities associated with my participation; (ii) file all appropriate registrations as may be required or necessary for promoting and conducting any fundraising activities associated with my participation; and (iii) 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 with government entities in connection with event security; and without requiring further notice, I hereby consent, agree and give Komen permission to provide my name and participant information as may be requested.

I understand that, in connection with my participation, I have Komen’s limited permission to use the special 3-Day walker/crew logos

and use of these special logos is provided for the appropriate personal use of 3-Day participants only. 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, including, but not limited to, the 3-Day® name, the 3-Day logo, the Susan G. Komen® name, the Susan G. Komen® logo, the Komen Running Ribbon, the Race for the Cure® name, and the Race for the Cure® logo, 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), including, but not limited to, the use of the special 3-Day walker/crew logos, and any goodwill associated therewith, shall inure to the benefit of Komen. If I am a crew member, I understand that the Event consists of a variety of activities to prepare for and support the 3-Day. These activities include working outdoors and may include lifting of objects up to 70 lbs.

In consideration for being permitted to participate in the Event, I hereby agree to adhere to the policies of the 3-Day, including without limitation the 3-Day fundraising policies. 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.

The following language only applies to any Event held in California: This Waiver and Release of Liability extends to claims and facts unknown and unsuspected to exist at the time of executing this Waiver and Release of Liability. 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 Waiver and Release of Liability. 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IMAGE AND MATERIALS PUBLICATION CONSENT AND PERMISSION

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, WHEN APPLICABLE, ANY AND ALL OF MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP APPEARING IN OR CREATING ANY OF THE MATERIALS.

I give my consent and permission to The Susan G. Komen Breast Cancer Foundation, Inc. and its sponsors, licensees, successors, and assigns (collectively, "Komen") the unlimited and irrevocable, perpetual right to use and create derivative works of the following for any purpose whatsoever and without compensation to me of any kind: use of my name, nickname, image, likeness, voice, photograph, and biographical information as well as any personal statements, photographs, videotapes, audiotapes, artwork presentations, and other recordings or depictions of any kind that I make available to Komen or that Komen creates (collectively, "Materials"). I acknowledge Komen's permission to use Materials provided by me when (i) uploaded and/or submitted through an online portal, (ii) attached to an email, (iii) sent through other electronic means via cell phone or computer, (iv) hand delivered to a Komen employee or agent, or (v) mailed.

I hereby acknowledge that Komen is the sole owner of the works it creates using the Materials and that Komen shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute the Materials without compensation to me. I represent that any use of the Materials by Komen will not infringe on copyright, trademark, trade secret, patent or other intellectual property right or any moral right of any third party, such as all radio, network, cable and local television programs, print materials or other format or media (including electronic media) now known or hereafter devised in perpetuity. I agree that Komen may assign any of the rights herein to third parties.

This Waiver and Release of Liability and Image and Materials Publication Consent and Permission extends to claims and facts unknown and unsuspected to exist at the time of execution. I, for myself and my next of kin, heirs, administrators, and executors, waive and release Komen, its directors, officers, administrators, past and present employees, volunteers, agents, and representatives from any and all claims, liabilities, actions, demands, expenses, and attorneys' fees arising out of Komen's use of the Materials, including, but not limited to, claims for libel or invasion of privacy. I hereby waive any right to inspect or approve Komen's use of the Materials and any right to receive royalties or other compensation arising from or related to the Materials.

This Waiver and Release of Liability and Image and Materials Publication Consent and Permission shall be construed under the laws of the State of Texas. In the event any provision of this Publicity Release and Waiver is deemed unenforceable by law, Komen shall have the right to modify such provision to the extent necessary to be deemed enforceable, and all other provisions of this Release shall remain in full force and effect.

I certify that I am at least 18 years of age. I understand that I have given up substantial rights by signing and accepting this Waiver and Release of Liability and Image and Materials Publication Consent and Permission and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my acceptance to be a complete and unconditional release to the greatest extent allowed by law.

In the event any provision of this Waiver and Release of Liability and Image And Materials Publication Consent and Permission is deemed unenforceable by law, (i) Komen and/or Event 360, Inc. shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Waiver and Release of Liability and Image and Materials Publication Consent and Permission shall remain in full force and effect.

I have carefully read this Waiver and Release of Liability and Image and Materials Publication Consent and Permission, fully understand its contents and agree to all statements of understanding set forth above. I hereby represent and warrant that all information that I supply in connection with my participation, including, but not limited to, in this Waiver and Release of Liability, is accurate and truthful and understand that the 3-Day is relying upon this Waiver and Release of Liability and the representations made herein as a condition of my participation. I am aware that by agreeing to this Waiver and Release of Liability and Image and Materials Publication Consent and Permission, I am waiving substantial legal rights, and knowing this, I agree of my own free will without any inducement, assurance or guarantee being made to me and intend my signature below to be a complete and unconditional release of liability to the greatest extent allowed by law.

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 () _____

OTHER EMERGENCY CONTACT

Name _____
Relationship _____
Phone (Mobile) () _____
Phone (Primary) () _____

PRIMARY PHYSICIAN(S)

Name _____
Phone () _____
Name _____
Phone () _____

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.