



MEDICAL HISTORY FORM AND IMAGE AND MATERIALS PUBLICATION CONSENT AND PERMISSION

For Official Use Only

- Cleared
- Need Emergency Contact Info
- Need Insurance Info
- Need Signature

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 will be at least 16 years or older by the end of 2019. 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. 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 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. My participation is voluntary with knowledge of all such risks.

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 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 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 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 legal owner of many logos, phrases, names and trademarks that are related to breast cancer awareness and the search for the cures for breast cancer, 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 (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

In furtherance of Susan G. Komen's charitable mission, and without expectation of compensation or other remuneration, I hereby give my irrevocable consent and permission to Komen, Event 360 Inc. and their respective successors and assigns, sponsors, licensees, affiliates, and employees for the following:

- (a) to film, photograph, tape or otherwise record a video or audio record of me;
- (b) to use my name, image, and visual or audio recordings of me (regardless of the medium in which my name, image or statements appear, including audio recordings, video recordings, photographs, electronic images, and the like from the Internet via social media sites), original materials created by me in connection with the Event (e.g. photos, videos, audio recordings and/or creative works such as drawings, poems and essays regardless of medium of publication and including publication on the Internet via social media sites), and any other information related to my participation in the Event (e.g. participant number, team name) (collectively, "the Materials"), for all promotional purposes related to the Event by Event 360, Inc., Komen, and their respective successors and assigns, sponsors, licensees, affiliates, and employees (collectively "grantees"); and
- (c) to use, reproduce, publish, exhibit, distribute and transmit, worldwide and in perpetuity, the Materials, in whole or in part, in any print, broadcast or electronic media now known or hereafter developed, including the Internet and social media, (i) for educational and awareness campaigns, fundraising, in connection with the promotion of Komen products or programs and/or for any other legitimate purpose, (ii) to create composite or computer-manipulated materials from the Materials, (iii) without compensation to me.

The grantees may assign any of the above rights to third parties.

I waive the right to inspect or approve any materials that incorporate the Materials. I release the grantees 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 of this Section are binding on my releasors, assigns, and legal representatives.

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 Records Coordinator, or email medicalrecords@the3day.org. Please note that faxed/emailed forms will not be processed until 6/17/19, so submitting the form online is the fastest way to complete online check-in.

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.

Cardiac (heart) history (Select **ONLY** if current angina/chest pain OR cardiac problem within 6 months of event)

Oncologic (Select **ONLY** if IV chemotherapy within 6 months of event)

Diabetes (Select **ONLY** if **NOT** controlled with medication)

High Blood Pressure (Select **ONLY** if **NOT** controlled with medication)

Surgery (Any within 3 months of event)

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.

Signature _____ Date _____

Important: Please remember to sign BOTH pages.