



## 2018 Volunteer Waiver

I wish to volunteer for Susan G. Komen Northwest Ohio ("Affiliate"). I understand that my consent to these provisions is given in consideration for being permitted to volunteer. **I UNDERSTAND THAT THE NATURE OF MY VOLUNTEER ACTIVITIES MAY INVOLVE PHYSICAL ACTIVITY, CONTACT WITH UNIDENTIFIED OR UNFAMILIAR PERSONS, OR OTHER POTENTIAL RISK OF BODILY INJURY OR DAMAGE TO PROPERTY, AND I HEREBY VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND THE RISK OF, ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING MY VOLUNTEER WORK. 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 THE AFFILIATE, THE SUSAN G. KOMEN BREAST CANCER FOUNDATION, INC. ("KOMEN HQ"), AND ALL OTHER AFFILIATES OF KOMEN HQ AND THEIR RESPECTIVE DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS, EMPLOYEES, VENDORS, CONTRACTORS AND PARTNERS (COLLECTIVELY, "RELEASEES") FOR ANY INJURY OR DAMAGES I MIGHT SUFFER IN CONNECTION WITH MY VOLUNTEER WORK. THIS RELEASE APPLIES TO ANY AND ALL LOSS, LIABILITY, OR CLAIMS I OR MY RELEASORS MAY HAVE ARISING OUT OF MY VOLUNTEER WORK WITH THE AFFILIATE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DAMAGE SUFFERED BY ME OR OTHERS, WHETHER SUCH LOSSES, LIABILITIES, OR CLAIMS BE CAUSED BY CONTACT WITH AND/OR THE ACTIONS OF OTHER PERSONS, CONTACT WITH FIXED OR NON-FIXED OBJECTS, NEGLIGENCE OF THE RELEASEES, RISKS NOT KNOWN TO ME OR NOT REASONABLY FORESEEABLE AT THIS TIME, OR OTHERWISE.**

I understand that as a volunteer, I may become privy to confidential information about a Releasee. I agree to maintain the confidentiality of any information marked confidential, as well as any information about each Releasee's business operations, employee information, financial operations, marketing strategy, donor information, events, current or proposed business transactions and sponsorships, and any proprietary information such as computer software and programming that is not otherwise publicly disclosed. I will not use any confidential information in any manner that would be detrimental to a Releasee.

At all times during my volunteer work, I will conduct myself in such a manner as not to reflect unfavorably on or in any way diminish the reputation of the Affiliate, Komen HQ and its affiliates.

I give my consent and permission to the Affiliate, Komen HQ and their respective affiliates, successors, licensees, and assign 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 my volunteering.

This Release shall be construed under the laws of the state in which the Affiliate is located. In the event any provision of this Release is deemed unenforceable by law, (i) the Affiliate 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 accepting this Release, 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 of liability to the greatest extent allowed by law.

**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 Volunteer: \_\_\_\_\_

Volunteer's Signature: \_\_\_\_\_

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

*(If volunteer is under age 18)*

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