



VOLUNTEER AGREEMENT

I AGREE ALL REPRESENTATIONS, RELEASES, WAIVERS, AND COVENANTS ARE GIVEN ON BEHALF OF ME, MY MINOR CHILDREN, AND WARDS WHO VOLUNTEER.

WAIVER & RELEASE In consideration for volunteering for event(s) ("Event"), I for myself and next of kin/heirs, waive and release The Susan G. Komen Breast Cancer Foundation, Inc. ("Komen"), its directors, employees, volunteers, agents, affiliates, vendors, contractors, and successors (collectively, "Releasees"), from any and all claims, injuries, damages and attorneys' fees arising out from volunteer activities ("Activities").

I understand Activities may involve risk of bodily injury or property damage. I voluntarily assume all risks related to Activities, including, but not limited to, falls, contact with people/animals, exposure to COVID-19, negligent/intentional acts, driving to/from Event, defects/conditions of premises, extreme weather, all such risks being known and understood by me.

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.

CONFIDENTIALITY I may be granted limited access to confidential/health information. I agree to maintain confidentiality of all information including, but not limited to, medical histories, diagnoses, treatments, as well as Komen's operation, structure, employees, financials, marketing strategy, donor lists/amounts, upcoming events, current/proposed transactions, sponsorships, proprietary information, and information that is not otherwise public. I will only access this information to preform volunteer duties and will not use it in a manner that would be detrimental or impair the reputation of Komen.

PUBLICITY RELEASE I give Releasees 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 related to Event ("Materials"). I waive the right to inspect or approve Materials. I release the Grantees from any liability, damages, or claims resulting from the use of Materials.

ACKNOWLEDGMENT I am not an employee and do not expect payment. I am medically/physically able to volunteer and take responsibility for consulting a physician. I consent to emergency medical care/transportation if injured, 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



volunteer. I will obey all laws and safety procedures relating to Event. I will exhibit appropriate behavior and not to endanger others or negatively affect Event or any person/property.

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 a registered volunteer. 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.

Printed Name: _____

Signature: _____

Parent/Guardian Signature: _____

Date: _____