

2015 PARTICIPANT RELEASE AND WAIVER – AVON 39 THE WALK TO END BREAST CANCER

1. I understand that my agreement to the terms of this Release and Waiver is a prerequisite for participation in the AVON 39 The Walk to End Breast Cancer, including, but not limited to, training walks prior to the Event (collectively, the “Event”). I further understand that there are risks and dangers, including death, inherent in participating in the Event which consists of a walk of approximately 26.2 to 39.3 miles over two days. My acknowledgement of having read, understood, and agreed to, the terms of this Release and Waiver is signified by my signature and dating of on the front of this 2015 Registration Form.
2. As a condition of participating in the Event, I agree to and hereby do (A) assume any and all risks arising out of or in any way relating to my participation in the Event, and, (B) on behalf of myself and my survivors, heirs, estate, executors, personal representatives, and assigns, release and hold harmless (i) Avon Products Foundation, Inc., Avon Products, Inc. and their affiliates, divisions, assigns, successors in interest, agents, servants, contractors, vendors, employees, officers, trustees, and directors, past, present, and future, and each of them, (ii) OP3, Inc., its agents, servants, employees, officers, directors, and assigns, past, present, and future, successors in interest, contractors, vendors (and their agents), and each of them, and (iii) Event sponsors, officials, and volunteers, including training walk leaders, participating communities and clubs and all government and public or quasi-public entities including, but not limited to, the State, county, and local municipalities where each Event takes place (those listed in (i), (ii), and (iii) collectively herein called the “Released Parties”), from any and all claims, damages, liabilities, actions, or causes of action (including without limitation those relating to personal injury, property damage, and/or wrongful death) that I have or may ever have, whether known or unknown, and whether anticipated or unanticipated by me, arising out of a failure to use reasonable care or any other negligent acts related to, arising out of or in any way relating to my participation in the Event or to the use of Photographs (as defined in Section 9 below) or my name, voice, likeness, and biographical information as described in Section 9 below (including claims for invasion of privacy, rights of publicity, defamation, false light, or misappropriation of my name or likeness or similar claim under any legal or equitable theory) (collectively, “Claims”). It is understood that “property damage” shall be deemed to mean, without limitation, any claims in respect of my personal property, whether allegedly lost, damaged, stolen or destroyed, and whether left in the care of an employee or agent of a Released Party or otherwise.
3. The Release and Waiver herein constitute a complete, perpetual, and unconditional release, discharge, and waiver of any and all Claims against the Released Parties.
4. I understand and agree that the Release and Waiver herein will have the effect of releasing, discharging, waiving, and forever relinquishing any and all Claims under California law (or the laws of any other state that may provide similar benefits) that I may have or have had on my own behalf and on behalf of my survivors, heirs, estate, executors, personal representatives, and assigns, whether past, present, or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of or in any way relating to my participation in the Event. In making said Release and Waiver, I acknowledge that I have read and understood California Civil Code Section 1542 (quoted below) and expressly and voluntarily waive (on behalf of myself and said survivors, heirs, estate, executors, personal representatives, and assigns) any and all rights I have or may ever have under such Section with respect to any and all Claims released in this Release and Waiver. Specifically, Section 1542 provides:

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.
5. I understand that the Avon Foundation strongly recommends that I have medical insurance for the Event. I will bring my medical insurance card with me. I acknowledge that I am solely responsible for procuring and maintaining all medical insurance. I accept full responsibility for any costs incurred for medical treatment due to failure to maintain insurance. I understand that it is ultimately my responsibility to provide payment to any hospital/emergency response technicians/emergency transport company that may provide services to me as a result of injury/illness during the Event. **(For Youth Crew members, this document MUST be signed by parent or guardian.)**
6. I understand that I am solely responsible for my health and safety in connection with the Event, and I acknowledge that I am physically capable of participating in and completing the Event.
7. If a Walker:
 - A. **I agree to raise at least \$1,800 USD before the date of the Event in order to walk in the Event. I understand that if I have not raised the minimum that I may make my own donation to reach that minimum in order to walk in the Event. If I do not reach the \$1,800 fundraising minimum, I understand that I cannot walk in the Event.**
 - B. I will be at least 16 years of age within the calendar year of the Event in which I will participate.
 - C. If I will not be at least 18 years of age by the date of the Event, then not only I, but also my parent or legal guardian, must evidence (i) her or his agreement to my participating in the said Event and (ii) her or his agreement, on both her/his behalf and on my behalf, to the terms of my participation in the Event, including, without limitation, the terms of this Release and Waiver. My parent or legal guardian must evidence these agreements by counter signing, along with myself, the front of this registration form.
8. If a Crew Member:
 - A. I understand that I will be an unpaid volunteer at the Event, and that my participation in the Event does not constitute employment. I also understand that I am not required to meet a fundraising minimum in order to participate.
 - B. I will be at least 18 years of age by the date of the Event in which I will participate.
9. I hereby irrevocably grant the Avon Products Foundation, Inc., Avon Products, Inc., OP3, Inc., and their contractors, agents, and sponsors, (A) the right to take photographs and make recordings of me (collectively, “Photographs”) during and in connection with the Event and (B) the royalty-free, worldwide, perpetual right to reproduce, distribute, create derivative works of, publicly display and perform the Photographs in all media (now known or later developed) for any purpose related to the Event, including advertising, educational, commercial, and fundraising purposes.
10. Should any portion of this Release and Waiver be judicially determined to be invalid, voidable, or unenforceable, for any reason, such portion of this Release and Waiver shall be severable from the remaining portions hereof and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Release and Waiver. I have carefully read this Release and Waiver and fully understand its contents. I am aware that this is a release of liability and I sign of my own free will.
11. This Release and Waiver supersedes any prior Releases and Waivers or other understandings, agreements, or representations between or among myself and the Released Parties, written or oral, to the extent they relate to the subject matter hereof.

TO SIGNIFY YOUR HAVING READ, UNDERSTOOD, AND AGREED TO ALL THE TERMS OF THIS RELEASE AND WAIVER, PLEASE SIGN AND DATE THIS 2015 REGISTRATION FORM ON THE REVERSE SIDE.