

PARTICIPANT RELEASE AND WAIVER – AVON WALK FOR BREAST CANCER

1. I understand that my agreement to the terms of this Release and Waiver is a prerequisite for participation in the Avon Walk for 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 the front of this 2011 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, 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, and (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) agencies, 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, and even if caused by the negligent acts or omissions of others, arising out of or in any way relating to my participation in the Event (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 that I may have or have had on my own behalf and on behalf of my survivors, heirs, estate, 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, 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 by agreeing to the release and waiver herein, I am assuming full responsibility for any and all risk of death, injury or property damage suffered by me while participating in the Event.
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.
 - B. I will be at least 16 years of age by the date 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 part of a volunteer service organization on the Event. 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 agree to allow the Avon Products Foundation, Inc., Avon Products, Inc., OP3, Inc., and their contractors, agencies and sponsors, the use of my name, portrait or picture as well as my voice, likeness/appearance, in edited and unedited form, for any purpose related to the advertising or promotion of Avon Walk for Breast Cancer, worldwide in perpetuity in all forms of media now and forever known.
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.

TO SIGNIFY YOUR HAVING READ, UNDERSTOOD, AND AGREED TO ALL THE TERMS OF THIS RELEASE AND WAIVER, PLEASE SIGN AND DATE THIS 2011 REGISTRATION FORM ON THE REVERSE SIDE.