

Participant Agreement



Mandatory for All Organizers, Volunteers, Shavees, Children & Families Touched by Cancer

I understand that the name St. Baldrick's, the logo, and the leprechaun icon are registered trademarks of the St. Baldrick's Foundation ("SBF"). I agree that the use of such registered trademarks in any printed materials or advertising requires the prior written approval of SBF. I also agree that I will not allow or participate in the use of a razor to shave the head of anyone at the activity benefitting SBF (if head-shaving is taking place), and that I will review and abide by SBF procedures regarding the proper handling of financial donations and assist SBF in clarifying and recognizing any and all donations collected by me as a representative of and volunteer for SBF, as described on SBF's website.

In order to accomplish our shared purpose, SBF may be required to grant me access to confidential information and proprietary technology, processes and know-how of SBF ("Confidential Information"). I understand and agree that Confidential Information, including but not limited to volunteer information, donor information and web application access provided, has been developed or obtained by SBF through investment of significant time, effort and expense. I agree to keep confidential all Confidential Information provided by SBF, and not to use any such Confidential Information unless legally required to do so. In which case it shall give written Notice to SBF, as soon as possible, of its intent to comply with legal process.

PUBLICITY CONSENT & RELEASE

I hereby irrevocably grant SBF permission to use my name, biographical and occupational description, and business and personal information as provided by me to SBF. In addition, I hereby irrevocably grant permission to use and waive any rights of compensation or ownership of any pictures, video, film footage, likenesses, voices, or any or all of them for use including, but not limited to, in a greeting card, recording, print ad, motion picture film, live stream, replays or re-productions of live stream, television production or reproduction, direct mail piece, newsletter, website article, social media event or article, event donation page, press release, sound track, recording film strip, or still photograph related to my participation in this event/activity, used for purposes of furthering the charitable aims of SBF.

Furthermore, I hereby grant to SBF, its clients, successors, assigns and/or anyone acting under the authority or permission of any of them, the right to make originals of any of the items referred to in the preceding paragraph, to use such items in advertising and publicity in any and all publications and other media without limitation or reservation for any lawful purpose, to reproduce in any form or manner, and to copyright any such items in connection with the charitable aims of SBF.

I understand that neither I nor my business shall receive any compensation for my or my business' appearance in SBF promotional materials or activities. I hereby agree to hold SBF harmless and to indemnify SBF and its volunteers, contractors, agents and employees, and anyone acting under the authority or permission of SBF, from any and all claims arising out of, or resulting from, the use of any unauthorized images provided by me to SBF or shared by me on the SBF website.

AGREEMENT ON CONDUCT

I understand that in participating in an event or fundraising activity benefitting SBF, I am responsible for conducting myself reasonably and with due regard for the safety and welfare of others. I understand that my commitment of time and funds to the Foundation does not in any way grant me the authority to act on behalf of SBF and understand that I cannot sign contracts or make other agreements on SBF's behalf, including but not limited to agreements with other charities or fundraisers, even with respect to the event/activity benefitting SBF. I agree to follow all state and local regulations with regard to all activities in relation to my fundraising activities for SBF and understand that I have a duty to cooperate with SBF in all regards.

FITNESS FOR EVENT

I agree not to participate if, at the time of service, I know or have reasonable grounds to believe that I am not physically capable of participating in the event/activity, or if I have or may have been exposed to a communicable disease within the past 14 days which could reasonably be expected to be transmitted during the course of this event/activity, including receiving barbering services, if applicable. Such diseases include, but are not limited to: cold, influenza, COVID-19 or other respiratory illness, streptococcal pharyngitis ("strep throat"), purulent conjunctivitis ("pink eye"), pertussis ("whooping cough"), varicella ("chicken pox"), mumps, tuberculosis, impetigo (bacterial skin infection), pediculosis (head lice), scabies ("crabs") and any other disease that could reasonably be transmitted during the course of the event/activity, including receiving barbering services. I understand that certain diseases may prevent me from being able to participate in the program, and that SBF reserves the right to prevent me from participating in the event/activity if it determines that there is a reasonable possibility that my participation may result in the transmission of a communicable disease to other participants.

HOLD HARMLESS, WAIVER, AGREEMENT ON CONDUCT, & ASSUMPTION OF RISK:

I, _____, an individual, have freely and voluntarily chosen to participate in this event/activity benefitting SBF. I understand that there are certain risks associated with participating in any event/activity and participation is not without risk to myself, my employees, members of my family, or guests who may attend. I understand such risks include, but are not limited to, personal injury, property damage or loss, and death.

In consideration of and as inducement to SBF's acceptance of my, or my child's entry for this event/activity benefitting SBF, I expressly assume any and all risks of such damage or injury occurring to me, my child, or my business at this event/activity, any other function benefitting SBF, or within the surrounding area thereto, and I hereby release and agree to indemnify, defend, and hold harmless SBF, and all its related entities, employees, directors, officers, members, volunteers, beneficiaries, venue hosts and agents from any and all liability of any nature, causes of action, debts, claims, and demands of every kind and nature, whatsoever, for injury or damage, which I or any member of my family or any other person accompanying me to this event may incur, or for which I may be liable, and which arises or is alleged to arise in connection with my or their participation in an event/activity benefitting SBF, whether occurring on the event grounds or the surrounding area thereto, or while traveling to or from such grounds or surrounding area. This release includes, but is not limited to, any claim for personal injury, property damage, wrongful death, and any and all fees and expenses related thereto whether the same shall arise by negligence, active or passive, or otherwise while I engage in this event/activity benefitting SBF or which may accrue thereafter in connection with the event/activity benefitting SBF, or in connection with any fundraising activities which I may conduct before or after the event/activity benefitting SBF.

I have read and understand this Agreement and am aware of the legal consequences of signing this Agreement, which I agree is governed by the law and jurisdiction of the State of New Jersey, United States of America, regardless of where I live, where the Agreement is signed or where the event/activity benefitting SBF takes place. I agree that this Agreement will continue in full force and effect after the termination of the event/activity benefitting SBF, whether such termination is by agreement by operation of law or otherwise. I agree that if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction the remaining provisions will continue to be fully effective. I agree that a photocopy of this Agreement will be sufficient to demonstrate that I signed the Agreement and that an original need not be retained by SBF. I understand and agree that I may not participate or continue to participate in the event/activity benefitting SBF unless I have read and signed this Agreement, and that my execution of this Agreement binds both me and any business participating in the event/activity benefitting SBF of which I am a principal owner, or agent. I understand and agree that this Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreement concerning the subject matter.

PLEASE PRINT IN BLOCK LETTERS: ☐ Male ☐ Female ☐ Self-Described ☐ Adult ☐ Minor*

Please print name: _____

Phone: _____ Date of Birth: _____

Email: _____

Did you already register online? ☐ Yes ☐ No

Address: _____

City: _____ State: _____ Postal Code: _____

Date: _____ Event location/ _____

venue: _____

Signature: _____

IF PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE), A PARENT/GUARDIAN MUST COMPLETE THIS SECTION

I understand the nature of the SBF event and believe my minor child's ("the Minor") experience and capabilities to be such that the Minor is qualified to participate in the SBF event. I or someone designated by myself, shall always (i) accompany the Minor during the Minor's participation of the SBF event], (ii) inspect the premises, facilities, and equipment to be used or with which the Minor may come in contact and (iii) instruct the Minor to immediately leave the area and refuse to participate further in the SBF event in the event anything is unsafe. I fully understand and will instruct the Minor that the activities at the SBF event may be dangerous and participation in the SBF event involves risks, including, but not limited to, risk of personal injury, property damage or loss, and death. I consent to the Minor's participation in the SBF event. I have read this Agreement, and understand that by signing it, I give up substantial rights I and/or the Minor would otherwise have.

Parent/Guardian Signature: _____

Print Parent/Guardian Name: _____

I am a(n): ☐ Organizer ☐ Shavee ☐ Volunteer ☐ Child touched by cancer ☐ Parent of a child touched by cancer

Are you a returning SBF shavee, organizer or volunteer? ☐ Yes ☐ No



DM3/7546046.1

1333 S. Mayflower Ave., Suite 400, Monrovia, CA 91016 | 888.899.BALD | 626.792.8247

stbaldricks.org

