

Liability Waiver Agreement and Publicity and Data Collection Consent

I represent that I understand the activities involved with the Kids Walk for Kids with Cancer ["KW"] and know my/my child's/ward's health and capabilities and believe that I/he/she is qualified to participate in this voluntary event. In consideration for being permitted by Memorial Sloan Kettering Cancer Center ["MSK"] and the KW Committee to participate in KW, I agree that I/my child/ward and our heirs, distributees, guardians, legal representatives, successors, and assigns will not and waive all rights to make a claim against, sue, attach the property of, or prosecute MSK and any of its affiliated organizations (such affiliates including without limitation the KW Committee), or their officers, directors, agents or employees for any and all losses, injury, death or property damage occurring to me or my child/ward as a result of my/my child's/ward's participation, directly or indirectly, in KW, whether caused by the negligence of MSK or otherwise. In addition, I/my child/ward and our heirs, distributees, guardians, legal representatives, or successors and assigns release and discharge MSK and its affiliated organizations, from any and all loss, injury, death, or property damage, directly or indirectly, resulting from my/my child's/ward's participation in the fundraising initiative and/or the activities of the KW event. I understand that MSK and its affiliated organizations do not own, operate, or control the event site or course, and voluntarily assume all risks associated with my/my child's/ward's participation in the event including but not limited to, falls, contact with vehicles, other participants, spectators, or others, the effect of the weather, including high heat, extreme cold, icing, rainfall, flooding and/or humidity, traffic and the conditions of the site or course, all such risks being known and appreciated by me. I further agree that MSK and its affiliated organizations, their officers, directors, agents, and employees, shall not be liable or responsible for any acts or omissions of any person or entity involved in the KW.

Publicity and Data Collection Consent

In executing this publicity consent, I acknowledge that this consent is voluntary and given in the interest of public information and education, for the furtherance of medical science, research, and patient care goals of MSK and for other lawful purposes.

1. I consent to having my or my child's/ward's photograph taken and published in any MSK or KW publications or website. 2. The subject of this public information is to increase the public's awareness and participation in KW to raise money for cancer research. 3. I agree to such publicity. 4. My consent is irrevocable. 5. I understand that in the case of the news media, I do not have the option to review any final news story before it is published or broadcast, and MSK and its affiliated organizations do not have final control over the use or distribution of this material, and media outlets like television, radio, and Web sites may re-use and re-disclose this material without getting MSK's or my permission. 6. I understand that in the case of the Web, information and images can be captured by other entities and displayed on their websites despite MSK's copyright. I also understand that my name or my child's/ward's name may be used in connection with these materials unless I have specifically restricted its use herein. 7. I release MSK, its affiliated organizations, and its officers, directors, agents and employees from any and all liability connected with the use or disclosure of these materials. 8. I waive all rights, interest and claim for payment in connection with any exhibition, use or disclosure of these materials. 9. I acknowledge, agree and consent to the fact that personally identifiable information about me (or my child/ward if applicable) is collected in connection with enrollment and participation in this event and that such information will be governed by the terms of the MSK privacy policy located at <http://www.mskcc.org/privacy>, a copy of which has been made available to me today for review, provided that information about any minor under the age of 13 will not be shared with third parties.

I have carefully read this Liability Waiver Agreement and Publicity and Data Collection Consent and fully understand its contents. I am aware that this is a release of liability between me individually, as well as on behalf of my minor child/ward, and MSK, its affiliated organizations, and sign it of my own free will.