



Pink Bag Event® | Louisville, KY | Sept 12, 2019

Please complete, sign and return this application to:

Info@TwistedPink.org

Questions? Call Twisted Pink: 502-890-2662

Please note that your submission of an application is not a guarantee of acceptance. You will be notified if we accept your application.

Dear Applicant,

The United Breast Cancer Foundation (UBCF) is pleased to offer *breast cancer patients and survivors* the opportunity to receive donated items through UBCF's **Pink Bag Event®**. Please complete this application to be considered.

Full Name: _____ Address: _____
City: _____ State: _____ Zip code: _____ County: _____
E-mail address: _____ Phone # _____

Have you been diagnosed with breast cancer, are currently in treatment or are a survivor? **YES*** **NO*** *UBCF may request supporting documents regarding health status. This event is open to breast cancer patients and survivors only.

Total number in household: _____ Total # children 18 or younger in household: _____

Total household income (wages, social security, unemployment, alimony, child support, etc.): _____

How did you learn about this opportunity? _____

Please share with us some words of gratitude: _____

United Breast Cancer Foundation ("UBCF") is providing donated items listed in Exhibit A attached ("the Product") to _____ ("Grantee").

Grantee accepts the Product in "as is" condition. UBCF assumes no responsibility for the Product's present or future condition and Grantee holds harmless UBCF, as its related and affiliated individuals and donors, from any injury or liability which may occur directly or indirectly as a result of Grantee's use of the Product. UBCF is not the manufacturer of this Product. Grantee acknowledges that no representations are being made by UBCF as to the condition, use or maintenance of the Product. Grantee states that it has had the opportunity to inspect the Product and that Grantee believes that in its sole judgment that the Product is useful and acceptable to the Grantee. Grantee acknowledges that the Product may be in new or used condition.

Grantee guarantees that no goods, services or other benefits were exchanged in return for the Product. Grantee may not sell, trade, barter or otherwise distribute the Product to any other person or entity. Grantee shall utilize the Product solely for Grantee's personal use.

Grantee agrees to provide UBCF with a written or video testimonial regarding Grantee's personal experience with receiving this donation within sixty (60) days of receiving the Product. Testimonials may be mailed to UBCF, PO Box 2421, Huntington, NY, 11743, or emailed to GKProgram@ubcf.org and may be used by UBCF in any way it chooses in its sole discretion. Grantee hereby grants all required copyright rights and rights of privacy and publicity to UBCF to use the testimonials. Providing a testimonial is in no way a condition to being approved by UBCF to or actually receiving Product at the giveaway by the Grantee.

Grantee hereby fully releases, absolves, and holds harmless UBCF, its Directors, Officers, staff or Agents for any harm which arises out of the acceptance, use or eventual disposal of the Product. Grantee agrees that the Grantee shall indemnify and hold harmless UBCF, its Trustees, Directors, Officers, Administrators, Staff or Agents against all claims, suits, and all costs, expenses, and counsel fees incurred, which are based upon injuries, sickness, disease or death suffered by Grantee or by third parties caused in any manner by the Product, and/or arising in whole or in part from any negligent acts of Grantee, or the Grantee's agents, employees, directors, or family members in relation to said Product and/or its use. Grantee understands and agrees that once grantee signs this waiver and accepts the Product, UBCF is not responsible for the Product or any issues or claims related to the Product, the Grantee or any third party relating to the Product.

For good and valuable consideration, the receipt and sufficient of which I hereby acknowledge, I give and grant UBCF, and all those acting on its behalf, the absolute right and permission, with respect to the photographs and videos UBCF has taken of me and testimonials I have submitted to UBCF (the "Content"), to use the Content in connection with furthering the mission UBCF in any and all ways, formats and media UBCF determines in its sole discretion.

- I give permission to UBCF to use the Content without restriction and to copyright all of it in UBCF's name.
- I give permission to UBCF to use the Content photo as long as it is not used for promotional materials.

I hereby release, discharge and agree to save UBCF, all those acting on its behalf and all those for whom UBCF is acting, from any and all claims and demands arising out of or in connection with the use of the photographs, including any and all claims for libel. I am of legal age and have read the foregoing and fully understand the contents thereof.

Grantee agrees that this release has been voluntarily executed and that the contents have been fully read and understood.

Signature: _____ **Date:** _____

OFFICE USE:

Date of Service: _____ Value Received: \$ _____ Off-Site Code: _____