

This Form contains a release of liability. Read it carefully before signing.

**“JUST RUN” PROGRAM FOR YOUTH
Liability Release Form and Agreement**

1. The Big Sur International Marathon (“BSIM”) has developed a program, using the tradename and mark “Just Run” and other proprietary materials, methodologies, training materials and other intellectual property (collectively, the “Intellectual Property”) to encourage children to run, walk and engage in physical fitness activities.
2. I have volunteered to serve as a coach, facilitator and/or leader in connection with “Just Run” activities and to organize a “Just Run” program in accordance with the guidelines provided by the BSIM.
3. I understand that certain risks are inherent in any physical activity. With knowledge of the risks involved, I am agreeing to serve as a volunteer with the above “Just Run” program and I hereby assume the risks involved in my participation, including physical injury or death. I am in good health and physically able to perform the activities I have chosen.
4. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS under which the Just Run program is to be operated as set forth on the “Terms and Conditions” document attached hereto. I agree to be bound by those terms and conditions.
5. I hereby waive and release in advance all rights and claims for damages I may have against the _____ (School, Government, Organization, etc.), BSIM, and any parties that operate, administer, co-organize or provide instruction in connection with the “Just Run” program and any of their directors, officers, volunteers, employees, sponsors, agents, charities, community groups, contractors, suppliers, governmental agencies, and anyone otherwise connected with the “Just Run” program (the “Released Parties”) being provided by _____ (School, Government, Organization, etc.), even those rights and/or claims resulting from their negligence, fault, or any other act, omission, defect or hazard that causes illness, injury or death or damage to belongings.
6. I acknowledge that communications and marketing efforts for “Just Run” may include photographs of event participants in print publications or on the “Just Run” or BSIM website, as well as in outside media coverage. My signature below constitutes my consent to use of my photograph in such media, with no royalty or other payment being made for such use.
7. I have read and understand this entire Release and Waiver of Liability Agreement. I am making this Release and Waiver of Liability Agreement in exchange for the privilege of participating in the “Just Run” program as a Volunteer and I understand that by signing this document, I am assuming all the risks of participation in the “Just Run” program and activities. I understand that this is a release of any and all claims. I understand that this is the entire agreement between me and the Released Parties and that it cannot be modified or changed in any way by oral statements by any Released Parties or by me. I voluntarily sign my name as evidence of the acceptance by me of all the provisions in this document and my agreement to be bound by them.
8. I HEREBY WARRANT AND CERTIFY THAT I HAVE READ, UNDERSTAND AND HEREBY AGREE, both now and so long in the future as this Agreement remains in effect, to abide by all provisions of the “Just Run” program, AS DESCRIBED IN THE ATTACHED AGREEMENT – TERMS AND CONDITIONS and the terms and conditions set forth on the website, as they may be amended and updated from time to time, and to adhere to the standards and perform the responsibilities of volunteers, leaders and coaches as set forth in all “Just Run” materials.

Signature of Leader/Volunteer: _____

Name (Print Clearly): _____

Date: _____

AGREEMENT
TERMS AND CONDITIONS
JUST RUN® PROGRAM

1. Big Sur International Marathon (“BSIM”) has developed a program and protocol to encourage youngsters to increase their physical activity and their attention to performing good civic deeds using the name “Just Run” (the “Program”).

2. BSIM has adopted, has registered with the United States Patent and Trademark Office, and is using the trademark and service mark “Just Run” (the "Trademark") in connection with the Program and has developed significant good will and value in the trademark and name “Just Run.”

3. The Program is committed to the safety, health and well being of children and youth, to the promotion of physical activity, to the encouragement of positive lifestyle choices, and to addressing the epidemic of childhood obesity and its related illnesses; and

4. The Program is designed for implementation through the auspices of schools and youth organizations, county, city, or other local government-sponsored physical fitness programs, after-school activity programs and similar groups organized for youth activities, but may be organized by an individual teacher, counselor or activities coach, so long as such individual agrees to operate within the specific guidelines enumerated in these terms and conditions.

5. Subject to the terms and conditions set forth in this Agreement, BSIM will allow Leader to use the Trademark, as set forth on Exhibit A, attached hereto, Licensor’s Intellectual Property and the Program as described on Exhibit B, attached hereto, in connection with developing a “Just Run” Program. Leader agrees to use the trademark and Intellectual Property only pursuant to the terms and conditions set forth herein and acknowledges that Leader cannot assign his/her rights to anyone else without the express written approval of BSIM.

6. BSIM has developed the Intellectual Property and the Program to aid in improving the physical fitness of children and for improving their nutritional and other lifestyle choices. There is no assurance that use of the Intellectual Property or implementation of the Program will achieve the desired results because child-specific and subjective criteria are very influential in determining the results achieved by groups and individuals, and there can be no warranty as to the results obtained by promoting and implementing the Program.

7. BSIM shall provide: (a) Access to the comprehensive JUST RUN website (www.justrun.org) with information for children, teachers, and group leaders on leading an active lifestyle and eating properly; (b) Instructions on program implementation; (c) Access to the Forms section of the Website; (d) On-line and phone support; (e) Recommendations and referrals for incentive purchasing (outside of Monterey County).

8. BSIM is the sole owner of the Trademark, the Intellectual Property and the Program. Leaders shall obtain the required forms, consents and acknowledgments specified by BSIM prior to commencing the Program and shall not alter, modify, or change any documents or the proposed use of the Program.

9. BSIM retains the right to specify, from time to time, the format in which the Trademarks may be used or displayed and only BSIM’s approved format may be used.

10. Every use of the Trademark or of any symbols, logos or marks owned by BSIM shall incorporate in an appropriate manner an “R” enclosed by a circle or the phrase “Reg. U.S. Pat. & Tm Off” or such other designation or attribution as is specified by BSIM.

11. Any act or activity challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of BSIM’s rights, or any registrations derived from such rights, in the Trademark or any symbols, logos or other marks provided by BSIM for use in connection with organizing and/or operating a “Just Run” program shall be a violation of these Terms and Conditions.

12. Failure to comply with these Terms and Conditions shall result in the immediate termination of the use of BSIM’s Intellectual Property related to the “Just Run” program and, in addition, BSIM shall also retain all rights and remedies, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with misuse of the Trademark, or any other use of the Trademark, the Intellectual Property or the Program which is not expressly permitted by BSIM. The Intellectual Property and/or the Program, shall be and hereby are confirmed as being the sole property of BSIM and a Leader who organizes and operates a “Just Run” program obtains no ownership or proprietary rights therein, even if the Leader, operator or organizer has augmented, with BSIM’s approval, any of the features of the program.

13. The right to use the Trademarks and other Intellectual Property owned by BSIM may not be assigned, sublicensed, transferred or otherwise conveyed.

14. The organizer or operator of a “Just Run” program shall assume responsibility to assure that there is no misuse of the Trademarks or other Intellectual Property of BSIM and shall indemnify and hold harmless BSIM against all liability, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of any rights and obligations with respect to BSIM’s Trademarks and other Intellectual Property.

15. All rights to use the Trademark, the Intellectual Property and to implement the Program, shall automatically terminate if there is any attempt to assign, sub-license, transfer or otherwise convey, any of the rights to use the Trademarks or other Intellectual Property of BSIM or if the proper written Permission Forms and Consents are not obtained. In addition, all components of the Program must be used as described on Exhibit “B,” attached hereto.

16. Fundraising and sponsor solicitation is permitted, on a local basis only, for the purpose of purchasing incentives and for funding other financial needs of the local program. All proposed fund raising materials, requests for grants and specific solicitations shall be presented to BSIM for prior approval to avoid any conflict with national sponsorships maintained or being solicited by BSIM.

17. LEADER SHALL VERIFY THAT THE SCHOOL OR OTHER ENTITY UNDER WHOSE AUSPICES THE JUST RUN PROGRAM IS BEING ORGANIZED HAS BOTH GENERAL LIABILITY AND COMPREHENSIVE INSURANCE COVERING ALL PARTICIPATING CHILDREN AND ALL ASPECTS OF THE PROGRAM.

18. Leader hereby indemnifies and holds harmless BSIM, its directors, officers, employees, agents, officials and related entities (the “Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorneys' fees and expenses as incurred, which the Indemnified Parties or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by reason of acts, whether of omission or commission, arising out of or in connection with operation of the Program, use of the Intellectual Property or of the Trademark, or in any way arising out of the organization or operation of the Just Run Program by Leader.

19. All “Just Run” Leaders must acknowledge the importance of screening all Assistants of the Program. Each Leader shall be responsible for performing appropriate background checks, whether employees or volunteers, to assure that the children participating in the Program are not exposed to any avoidable risks. Each Leader further acknowledges the importance of mentoring the activities of assistants and their performances. Leader shall submit a completed “Year End Program Compliance Form” (sample attached hereto and also available in the “Forms” section of the Just Run website) either at year-end or at the end of a Program cycle.

20. Each “Just Run” Leader represents and warrants that it has the necessary authority to do and perform each and every obligation it undertakes pursuant to these Terms and Conditions.

21. This Agreement, consisting of the Release of Liability Form and this Agreement – Terms and Conditions, shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of California. In the event of any claim, dispute or other disagreement arising out of or related to this Agreement, the parties agree that the same shall be submitted to binding Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association [AAA] in Monterey County, California, unless both parties mutually agree to a different venue in writing.

22. This is the entire Agreement between the parties relating to the subject matter hereof and supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written.

23. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing signed by the parties hereto.

24. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

25. Leader must comply with all applicable laws, rules and regulations (whether issued by a governmental agency, school, youth organization, playground or track owner, or similar entity) in carrying out the implementation of the Program. Leader must obtain all necessary permission to use facilities and file required requests, if any, for facility usage, whether with schools, playgrounds or other owners or facility operators.

EXHIBIT A

JUST RUN® Graphic Standards

In Graphics:

- The Design Mark, stylized running shoe, is a registered trademark of the Big Sur International Marathon: Must be used as attached, ® included, with no alterations (adding of text to shoe, coloring, etc.)



- Standard Character Mark, JUST RUN, is a registered trademark of the Big Sur International Marathon.
- ® Symbol must be used immediately following JUST RUN Character Mark.
- Suggested background color for brochures is royal blue: CMYK 100_0_0_0
- No distorting of images – inverting, slanting, shadowing, etc.
- Our JUST RUN designs are as follows and are to be used on all clothing and printed materials:



JUST RUN!®

In Text:

- JUST RUN required in upper case letters.
- ® Symbol must be used immediately following JUST RUN® in first usage of name.
- For editorial usage (press releases, newsletters, body copy, etc.) JUST RUN may be used without the symbol within the document following first usage.

Big Sur International Marathon Affiliation:

- Big Sur International Marathon affiliation should be used in conjunction with JUST RUN wherever possible. Text to read:
 - A program of the Big Sur International Marathon -or-
 - Official youth fitness program of the Big Sur International Marathon
- Title of Big Sur International Marathon may be either font of choice or registered BSIM logo.



EXHIBIT B

REQUIREMENTS OF THE PROGRAM

The following conditions have been established for Leaders to ensure successful implementation of the JUST RUN program and rewarding experiences for participants:

1. Leader and/or additional Program Assistants, who may be either employees or volunteers, shall be responsible for operating the day-to-day activities of the Program.
2. Leaders will familiarize themselves with the program, advice, activities, and opportunities on the JUST RUN website.
3. Leader shall provide a safe activity area for the participating children.
4. Leader shall promote physical activity, with each participating group, at least twice a week, either during or after school.
5. Leader will encourage children to exercise.
6. Leader will record mileage for their group(s) and for individual children on a regular basis, and maintain it on the JUST RUN website.
7. Leader will encourage additional fun physical activity, good nutrition, and JUST DEEDS, as described on the Website.
8. Leader will encourage children to enter, prepare for, and participate in Goal Races, if such are available.
9. Leader and other Program Assistants shall encourage participants to provide a signed "JUST RUN Family and Student Contract" found in the Forms section of the JUST RUN Website.
10. Leader will encourage each child to complete the "Before and After Child/Family Evaluation."
11. At the end of the school year or end of the Program cycle, Leader will complete a JUST RUN End of Year Compliance Form (sample attached and also available in the Forms section of the JUST RUN website).
12. Leader must obtain from each child's parent or guardian a signed Permission Form ("Parental Consent, Release and Indemnity Agreement) prior to the child's participation. If the school or other entity under whose auspices the program is operated has obtained an omnibus Parental Consent Form that covers the Just Run activity and releases Leader and BSIM from liability a separate form is not required. Leader must verify that a signed form has been obtained for each participating child.
13. Leader will not charge children for participation.
14. Leader shall be familiar with the portions of the BSIM website that provide guidance for handling medical and other emergencies. Leader shall also require all Assistants to be familiar with such procedures.

JUST RUN

END OF YEAR PROGRAM COMPLIANCE FORM

YES NO

- Did each child in your program return a signed Permission Form (Parental Consent, Release and Indemnity Agreement?)
If not, please provide explanation _____

- Were the children supervised by a responsible leader during each JUST RUN session?
If not, please provide explanation _____

- Were the children supervised in a safe area?
If not, please provide explanation _____

- Did each group in your program participate at least twice a week?
If not, please describe frequency of activity _____

- Were mileage and JUST DEEDS recorded on the website on a regular basis?
If not, are records being kept elsewhere? Please describe _____

- Were the children encouraged to participate in "Goal Races" if available?
If so, please give details _____

- Were the children charged a fee for participation in the JUST RUN program?
If so, please describe _____

- Were the trademarks used in compliance with the terms of this agreement? (shirts and printed materials)
If not, immediately submit samples _____

- Did Leader check with the Big Sur Marathon prior to sponsorship involvement?
Please provide all sponsorship details _____

- Were any forms or materials shared with non-registered schools/organizations/individuals?
If so, please provide details _____

- Were there any incidents or accidents during the year that resulted from the JUST RUN Program where there was injury to any participant or any other persons or property?
If so, please provide an explanation _____
