

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of _____, _____ (the “Effective Date”) by and between BIG SUR INTERNATIONAL MARATHON, a California nonprofit public benefit corporation (“Licensor”), and _____ (“Licensee”).

WHEREAS, Licensor 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”); and

WHEREAS, Licensor 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

WHEREAS, Licensee desires to use the Trademark, which includes the name and mark “JUST RUN,” and the stylized shoe design which are registered trademarks of the Big Sur International Marathon and to adopt the Program for use in the locale where Licensee operates, as well as proprietary written and non-written training and other materials, methodologies, and systems created by Licensor (collectively Licensor’s “Intellectual Property”); and

WHEREAS, Licensee acknowledges that 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

WHEREAS, Licensee acknowledges that 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; and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademark and to utilize the components of the Program, as developed by Licensor, as well as the “Intellectual Property” for the mutual benefit of Licensor and Licensee; and

WHEREAS, Licensee acknowledges the tremendous good will and positive publicity that Licensor has obtained in connection with use of the Trademark, the Intellectual Property and development of the Program.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, license 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, including access to Licensee-only areas of Licensor's website (the "Website"). Licensee shall make no other use of the Trademark, the Intellectual Property or the components or protocols of the Program, except as specifically agreed to by Licensor. Licensee shall not provide copies of any forms or other documents or forward information concerning the Intellectual Property or the Program to anyone not a party to this agreement without the express written permission of Licensor.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark, the Intellectual Property or the Program or the right to revise or restructure the Intellectual Property or the Program without Licensor's specific approval.

1.3 No Warranty. Licensor 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, thus Licensor provides no warranty as to the results obtained by Licensee in promoting and implementing the Program.

SECTION 2 LICENSE OF THE PROGRAM

As a result of entering into this Agreement, Licensee shall receive the following:

- (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) JUST RUN brochures and posters shall be provided free, depending on the size of the Territory; however, in general up to 500 Just Run brochures and 20 posters will be provided at no cost to Licensee.
- (d) Access to the Forms section of the Website.
- (e) On-line and phone support from Licensor.

- (f) Advice regarding grants and sponsorship possibilities, and assistance in applying for such funding as national sponsorship and funding becomes available.
- (g) Recommendations and referrals for incentive purchasing.
- (h) Website link to Licensee's specific Just Run homepage.

SECTION 3 FEES

The fees to be paid by Licensee shall be determined upon execution of this Agreement and added hereto as an Addendum.

SECTION 4 TERRITORY

Licensee may use the Trademarks and Program in connection with Licensee's activities in the geographic area and/or in relation to the school, club, organization or government-sponsored activity or program specified on Exhibit C, attached hereto, which shall be treated as the "Territory." Use of the rights granted under this Agreement are limited only to the Territory specified. Any other use will require additional licensing or an expansion of the Territory by appropriate amendment of Exhibit C.

SECTION 5 LICENSOR'S CONTROL

In order to protect and preserve Licensor's rights in the Trademark, the Intellectual Property and the Program, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee's use of the Trademark or Intellectual Property in connection with the Just Run Program and subsequently prior to any renewal of Licensee's participation, Licensee shall obtain the required forms, consents and acknowledgments specified on Exhibit D attached hereto, including any amended and updated forms, consents and acknowledgments as may be requested from time to time; and (ii) once Licensee's use of the Just Run Program is approved by Licensor, Licensee shall not alter, modify, or change such proposed use of the Program.

SECTION 6 USE OF THE TRADEMARK

6.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademark, and Licensee shall only use or display the Trademark in a format approved by Licensor.

6.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee, or any symbols, logos or marks provided by Licensor for use by Licensee, 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 Licensor.

6.3 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights, or any registrations derived from such rights, in the Trademark or any symbols, logos or other marks provided by Licensor for use by Licensee, or in respect of Licensor's Intellectual Property.

6.4 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark, the Intellectual Property or the Program by Licensee which is not expressly permitted by this Agreement. Licensee understands and expressly agrees that augmentations or improvements, if any, by Licensee, are subject to Licensor's consent and approval, and shall not ever inure to the benefit of Licensee nor give Licensee any ownership rights in Licensor's Intellectual Property and/or the Program, and hereby are confirmed as being the sole property of Licensor and Licensee retains no ownership or proprietary rights therein.

6.5 Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor 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 Licensee's rights and obligations.

SECTION 7 TERM AND TERMINATION

7.1 Term. The term of this Agreement shall be for one (1) year from the Effective Date and shall be reviewed annually for renewal; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective sixty (60) days after the date such notice is given.

7.2 Termination for Cause. Notwithstanding the provisions of Section 7.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark, the Intellectual Property and to implement the Program, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sublicense, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain the necessary written Permission Forms and Consents, as specified on Exhibit D, attached hereto; (iii) Licensee uses the Program, the Intellectual Property or the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with the components of the Program described on Exhibit B, attached hereto; or (iv) Licensee uses the Trademark or Intellectual Property in a manner not expressly permitted by this Agreement. If this Agreement is terminated pursuant to this paragraph, any fees previously paid to Licensor

shall be retained by Licensor and no refunds shall be given unless Licensor determines that the circumstances are so extraordinary as to make a refund appropriate.

7.3 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark the Intellectual Property and the Program, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark and the Program.

SECTION 8 SPONSORSHIPS AND FUNDRAISING

Licensee may fundraise and solicit sponsors, 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 Licensor for prior approval to avoid any conflict with national sponsorships maintained or being solicited by Licensor. All incentives provided by Licensee will be purchased at the expense of Licensee.

SECTION 9 INSURANCE AND INDEMNIFICATION

9.1 Insurance. Licensee shall maintain both general liability and comprehensive insurance covering all aspects of the Program and naming Licensor as an Additional Insured. A certificate with proof of insurance shall be provided to Licensor at the signing of the agreement each year.

9.2 Indemnification. Licensee does hereby indemnify and hold harmless Licensor, 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 Licensee's operation of the Program, use of the Intellectual property or of the Trademark, or in any way arising out of Licensee's performance under this Agreement. The provisions of this paragraph and Licensee's obligations hereunder shall survive any termination of this Agreement.

9.3 Annual Verification. Licensee shall verify each year that each participating school, club or other entity is fully insured to protect Licensee and Licensor from liability for operation of the Program.

9.4 Screening and Background Checks for Leaders. Licensee acknowledges the importance of screening all applicants to assist as "Leaders" of the Program and Licensee shall be responsible for performing appropriate background checks and obtaining personal references for all Leaders, whether employees or volunteers, to assure that the children participating in the Program are not exposed to any avoidable risks. Licensee further acknowledges the importance of monitoring the activities of Leaders and their performance, whether employees or volunteers, in order to assure that said persons receive appropriate guidance and training so that the children participating in the Program are not exposed to any avoidable risks.

SECTION 10 MISCELLANEOUS

10.1 Authority. Licensee represents and warrants that it has the necessary authority to enter into this Agreement and to do and perform each and every obligation it undertakes pursuant to this Agreement.

10.2 Applicable Law. This Agreement 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 venue shall be in Monterey County, California, unless both parties mutually agree to a different venue in writing.

10.3 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

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

10.5 Waivers. 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.

10.6 Compliance with Law. Licensee will 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. Licensee will 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.

10.7 Goodwill and Duty of Cooperation. Licensee acknowledges that the Trademarks, Intellectual Property and Program have acquired valuable goodwill with the public. Licensee will not do or suffer to be done any act or thing which, directly or indirectly, may diminish the value of the Trademark or Program, or detract from Licensor's reputation, or otherwise affect detrimentally the goodwill of Licensor. Licensee shall cooperate fully and in good faith with Licensor for the purpose of securing, preserving and protecting Licensor's rights in and to the Trademarks and Intellectual Property. Licensee shall, pursuant to the provisions of Section 9 hereof, fully indemnify and hold harmless Licensor from any act or activity by Licensee that in any way threatens or endangers Licensor's goodwill in the Trademarks, the Intellectual Property and the Program. Licensee acknowledges that Licensor is a corporation exempt from federal income tax pursuant to Section 501 (c)(3) of the Internal Revenue Code and Licensee therefore agrees that it shall not engage in any activities that might jeopardize such tax exempt status of Licensor.

10.8 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telex or telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

Licensor: Big Sur International Marathon
Attn: Susan Love
P.O. Box 222620
Carmel, CA 93922

Licensee: _____

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

10.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

10.10 Confidentiality. To the extent that Licensee obtains information about Licensor and its activities that is of a confidential, non-public nature, including access to "Licensee-only" areas of the Website, Licensee agrees to maintain such information as confidential and not to provide such information to third parties without consent of Licensor.

10.11 Sections and Other Headings. The sections and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LICENSOR:

LICENSEE:

BIG SUR INTERNATIONAL MARATHON

(Name)

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A

TRADEMARK DESCRIPTION, LOGOS AND SERVICEMARKS

Service Mark, Principal Register, "JUST RUN," Reg. No. 3,255,969 (see attached)

Service Mark, Principal Register, stylized shoe design, Reg. No. 3,256,473 (see attached)

Standardized JUST RUN logo designs are required for all apparel, graphics provided by the BSIM Graphic Standards.

Graphic Standards:

Trademarked logo and word mark must be used in all publications, forms, and communications, exactly as shown in the logo usage guidelines. Reference must be made to the Big Sur International Marathon.

See Attached Graphics Standards page. Please initial at bottom of page, acknowledging that all logos and graphics will be used in strict compliance with the guidelines.

EXHIBIT B

REQUIREMENTS OF THE PROGRAM

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

1. Licensee shall provide one or more responsible Leaders, who may be either employees or volunteers, to administer and take responsibility 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. Licensee shall insure a safe activity area for the participating children.
4. Licensee shall require that leaders promote physical activity, with each participating group, at least twice a week, either during or after school.
5. Leaders will encourage children to exercise.
6. Leaders will record mileage for their group and for individual children on a regular basis, and maintain it on the JUST RUN website.
7. Leaders will encourage additional fun physical activity, good nutrition, and JUST DEEDS, as described on the Website.
8. Leaders will encourage children to enter, prepare for, and participate in Goal Races, if such are available.
9. Leaders shall encourage Leaders to obtain a signed "JUST RUN Family and Student Contract" found in the Forms section of the Website.
10. Leaders will encourage each child to complete the "Before and After Child/Family Evaluation."
11. At the end of the school year Leaders will complete a JUST RUN End of Year Compliance Form, which can be found in the Forms section of the JUST RUN website.
12. Leaders are required to have each child's parent or guardian sign the Permission Form ("Parental Consent, Release and Indemnity Agreement) prior to the child's participation.
13. Licensee/Leaders will not charge children for participation.
14. Licensee shall require all Leaders to be familiar with the procedures manual and sign an acknowledgment (Liability Release Form) that they have been provided a copy of the emergency procedures manual and have read it. Licensee may use the procedures manual (guidelines) found in the forms section "Medical Guidance" document titled "JUST RUN Priorities and Guidance for Handling Medical and other Emergencies" on the JUST RUN® website.

EXHIBIT C
TERRITORY

Describe school, group, locale or local government (e.g., city, county, school district or state) and include geographic area of influence entering into the License.

[Type text]

EXHIBIT D

FORMS AND CONSENTS

Forms that must be obtained by Licensee or Leaders:

Forms that Must Be Obtained and Submitted to Licensor:

1. Proof of Insurance, naming Big Sur International Marathon as an additional insured
2. Signed License Agreement
3. End of Year Program Licensee Compliance Form shall be submitted to Licensor annually by each Licensee (in the form attached hereto as Attachment D-1).

Forms that Must Be Obtained and Retained By Licensee:

1. Leader Volunteer Applications – found in the FORMS section of the website.
2. (Leader) Liability Release Forms, Includes Terms and Conditions (in the form attached hereto, as Attachment D-2).
3. Leader End of Year Program Compliance Forms (found in the FORMS section of the website)

Forms to be Retained by Leaders:

1. Parental Consent Forms for Each Participating Child (in the form attached hereto, as Attachment D-3, “Just Run” Permission Form).

**END OF YEAR PROGRAM COMPLIANCE FORM
For Licensees**

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Did each child in your program return a signed Permission Form (Parental Consent, Release and Indemnity Agreement?)
<i>If not, please provide explanation</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were the children supervised by a responsible leader during each JUST RUN session?
<i>If not, please provide explanation</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were the children supervised in a safe area?
<i>If not, please provide explanation</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Did each group in your program participate at least twice a week?
<i>If not, please describe frequency of activity</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were mileage and JUST DEEDS recorded on the website on a regular basis?
<i>If not, are records being kept elsewhere? Please describe</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were the children encouraged to participate in "Goal Races" if available?
<i>If so, please give details</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were the children charged a fee for participation in the JUST RUN program?
<i>If so, please describe</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were the trademarks used in compliance with the terms of this agreement? (shirts and printed materials)
<i>If not, immediately submit samples</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Did Licensee check with the Big Sur Marathon prior to sponsorship involvement?
<i>Please provide all sponsorship details</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Were any forms or materials shared with non-registered schools, organizations or individuals?
<i>If so, please provide details</i> _____
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 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?
<i>If so, please provide an explanation</i> _____
_____ |

Name of Licensee _____

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" or "Licensor") 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 document or in a License Agreement between _____ and BSIM, BSIM is allowing the use of 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. The undersigned agrees to use the trademark and Intellectual Property only pursuant to the terms and conditions set forth herein and acknowledges that these rights cannot be assigned 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.

8. BSIM is the sole owner of the Trademark, the Intellectual Property and the Program. The undersigned agrees to obtain the required forms, consents and acknowledgments specified by BSIM or Licensee 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 an Affiliates who organizes and operates a "Just Run" program obtains no ownership or proprietary rights therein, even if the Affiliate, 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, except to an approved Affiliate of a Licensee.
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 that has not been approved by BSIM.
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. Affiliate 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 aspects of the Program and naming BSIM or Licensee as an Additional Insured. A certificate with proof of insurance shall be provided to BSIM or Licensee each year.

18. Affiliate 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 the undersigned as an affiliate of BSIM or a Licensee of BSIM.

19. All “Just Run” programs must acknowledge the importance of screening all applicants to assist as “Leaders” of the Program. Each Affiliate, whether of BSIM or of a Licensee, shall be responsible for performing appropriate background checks and obtaining personal references for all Leaders, whether employees or volunteers, to assure that the children participating in the Program are not exposed to any avoidable risks. Each Affiliate, whether of BSIM or of a Licensee, further acknowledges the importance of monitoring the activities of Leaders and their performance, providing for the ongoing supervision of Leaders, whether employees or volunteers, in order to assure that said persons receive appropriate supervision, guidance and training so that the children participating in the Program are not exposed to any avoidable risks. In addition, each Affiliate, whether of BSIM or of a Licensee, or 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” Affiliate, whether of BSIM or of a Licensee, 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 venue shall be 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. Affiliate 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. Affiliate 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.

**JUST RUN®
PERMISSION FORM**

(“Parental Consent, Release and Indemnity Agreement”)

**THIS IS A LEGAL DOCUMENT. IT CONTAINS A RELEASE OF LIABILITY.
PLEASE READ CAREFULLY BEFORE SIGNING**

I realize that my child’s participation in **JUST RUN®** will involve activity that is physically strenuous and may involve exposure to adverse weather. I understand that all physical activities involve some risks to the participants. I nevertheless wish my child to participate in **JUST RUN®** and assume the risk of any injury received during the course of the program

I give up any claims for injuries that my child may sustain, including death, and hereby release and agree to indemnify and hold harmless the Big Sur International Marathon, its directors and officers, employees and volunteers, suppliers, contractors, sponsors, the State of California, and anyone connected with the **JUST RUN®** program from any and all claims, expenses and compensation, including attorneys’ fees, that may arise out of, or result, directly or indirectly, from my child's participation in the “Just Run” program.

My child’s photograph may appear in program related materials or advertisements and I agree that **JUST RUN®** may use my child’s likeness without compensation. I have read, understand and agree to all the terms of this document.

Name of Child _____

Name of Parent or Guardian _____

Signature of Parent or Guardian _____

Date _____

**After signing, please give this form to your group leader
who will retain this form for their records.**