

BIG SUR MARATHON FOUNDATION

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of _____ (the “Effective Date”) by and between BIG SUR MARATHON FOUNDATION, 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 postcards and posters shall be provided free, depending on the size of the Territory; however, in general up to 400 Just Run postcards 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 is 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 acknowledgements 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 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.

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 email, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

Licensor: Big Sur Marathon Foundation
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 emailed 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 MARATHON FOUNDATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TRADEMARK DESCRIPTION AND LOGOS

Service Mark, Principal Register, "JUST RUN," Reg. No. 3,255,969

Registered (word mark) must be used in all publications, forms, and communications in reference to the JUST RUN youth fitness program. A stylized word mark is shown in Graphic Standards

Standardized JUST RUN logo design is encouraged for use on apparel and in graphics as indicated in Graphic Standards.

Registered logo of the Big Sur Marathon Foundation is found in Graphic Standards.

JUST RUN® Graphic Standards

In Graphics:

- The standard design logo below is a symbol of the JUST RUN program. It should be used on apparel and in printed materials.



- Standard Character Mark, JUST RUN, is a registered trademark of the Big Sur Marathon Foundation.
- ® Symbol must be used immediately following JUST RUN Character Mark.
- The following is a suggested stylized design for printing JUST RUN.

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 Marathon Foundation Affiliation:

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



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 provide a safe activity area for the participating children.
4. Licensee shall require that leaders promote physical activity, with each participating group, before, 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. Licensee will not charge children for participation.
10. Licensee shall require all Leaders to familiarize themselves with the 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.

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 Marathon Foundation (“BSMF”) 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 BSMF.
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 participating School, Government, Organization, etc., BSMF, 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 the participating 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 BSMF website, as well as in outside media coverage. My electronic signature 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.
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.

**AGREEMENT
TERMS AND CONDITIONS
JUST RUN® PROGRAM**

1. Big Sur Marathon Foundation (“BSMF”) 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. BSMF 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. BSMF 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.
6. The right to use the Trademarks and other Intellectual Property owned by BSMF may not be assigned, sublicensed, transferred or otherwise conveyed.
7. 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
8. 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.
9. Leader hereby indemnifies and holds harmless BSMF, 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 an affiliate or a Licensee.

10. All “Just Run” Leaders must acknowledge the importance of screening all applicants to assist as Leaders of the Program. Each Leader shall be responsible for performing appropriate background checks.

11. 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 venue shall be in Monterey County, California, unless both parties mutually agree to a different venue in writing.

12. Leader/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. 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.