



HEALTH4HEROES PARTICIPATION AGREEMENT

This Participation Agreement (this “*Agreement*”) is entered into by and between Health4Heroes, a Colorado non-profit corporation (the “*Company*”) and the undersigned (the “*Participant*”).

RECITALS

WHEREAS, the Company operates as a 501(c)(3) non-profit corporation and subsidizes the cost of certain services used by eligible first responders or United States military veterans and their immediate family member, which shall include such individual’s spouse, dependents, and any other individual pre-approved by the Company.

WHEREAS, the Company has entered into agreements with various service providers who have agreed to offer discounted pricing to Participant (the “*Providers*”).

WHEREAS, Participant is an eligible United States military veteran, and Participant (or Participant’s family members) desires to take advantage of the services offered by the Company.

AGREEMENT

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

1. *Program Description*. The Company offers eligible first responders or United States military veterans and their immediate family members free and discounted memberships to various Providers whose services will have a positive impact on the overall health of Participant (the “*Services*”). In order to use the Services, Participant must comply with the policies and guidelines set forth in Section 4 as well as the terms and conditions set forth in this Agreement.

2. *Registration*. Participant may utilize the Services provided by any of the Providers. In order to utilize the Services, Participant must: (i) enter into this Agreement; (ii) fully and

truthfully complete the information required by this Agreement; (iii) promote its relationship with the Company in good faith; and (iv) complete periodic surveys provided by the Company. The Company reserves the right to reject Participant's application in the event Participant provides incomplete or inaccurate information in the required forms. Further, the Company reserves the right to suspend Participant's use of the Services in the event Participant does not comply with this Agreement and the policies and guidelines described in Section 4.

3. Eligible Participants. In order to be eligible to enter into this Agreement, Participant must:

a. Have served either: (i) as an emergency medical technician, paramedic, firefighter, search & rescue or law enforcement (each, a "**First Responder**"); (ii) in a branch of the United States Armed Forces for a minimum of one-hundred and eighty (180) days of "active duty" (as such term is defined in 10 U.S. Code § 101(d)); or (iii) the United States National Guard for a period of at last 20 years;

b. Have: (i) proof of military service, including one of a DD Form 214, Veteran ID Card (VIC), a Government ID with a military status identifier, or similar military status identification acceptable to the Company; or (ii) proof of employment as a First Responder in a form reasonably acceptable to the Company; and

c. Not engage in, support, encourage, or promote in any manner, as determined at the discretion of the Company:

i. intolerance, discrimination, or discriminatory practices based on race, gender, religion, nationality, disability, sexual orientation, age, or other protected status;

ii. hate, terrorism, or violence;

iii. money laundering; or

iv. other illegal, deceptive, or misleading activities.

4. Policies and Guidelines. In order to take advantage of the Services, Participant hereby agrees to comply with all terms, conditions, policies, and guidelines maintained by the Providers and applicable to Participant. If Participant is not in compliance with such terms, conditions, policies, and guidelines the Company may, in its sole discretion, terminate this Agreement and Participant will no longer be eligible to utilize the Services.

5. Representations and Warranties. Participant hereby represents, warrants, and covenants that: (i) Participant has full power and authority to enter into this Agreement and, when executed, this Agreement will constitute a valid and legally binding obligation on Participant, enforceable in accordance with its term; (ii) Participant has reviewed this Agreement in its entirety and has had the opportunity to obtain the advice of counsel prior to executing this Agreement and either has obtained such advice or has freely chosen not to obtain such advice and fully understands all provisions of this Agreement; (iii) all information provided by Participant to the Company is correct and complete and Participant agrees to provide the Company with any necessary updates.

6. Term and Termination. The term of this Agreement shall commence on the effective date. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. Upon termination of this Agreement, all rights and obligations hereto will be terminated with no further force or effect; provided, however that termination of this Agreement will not relieve either party of any liability for any violation or breach of this Agreement prior to such termination.

7. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY INJURIES, DAMAGE TO PROPERTY, OR ANY OTHER HARM) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES. THE TOTAL AGGREGATE LIABILITY OF THE COMPANY IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR ANY CASE WHATSOEVER, SHALL IN NO EVENT EXCEED \$50.

8. Indemnification. Participant shall indemnify, defend, and hold harmless the Company and its respective officers, directors, shareholders, and employees from and against any and all claims, liabilities, obligations, losses, damages, expenses (including reasonable legal, other professional adviser's and consultant's fees), arising out of or related to Participant's breach of or failure to comply with this Agreement. With respect to any emails, social media posts, mailings and other communications sent by Participant regarding the Services, Participant acknowledges that Participant is the originator and sender for all purposes (including under the CAN-SPAM Act of 2003 and all applicable laws).

9. Publicity. Participant hereby acknowledges and agrees that the Company may publicly disclose Participant's use of the Services provided by the Company. Participant information disclosed by the Company shall be limited to such Participant's name, age, branch of service, rank, length of service, and Participant's use of the Services. Participant hereby agrees to review and execute the Consent to Use Name and Likeness and Release, attached hereto as Exhibit A.

10. Notices. All notices, requests, demands, or communication required or permitted to be given in accordance with this Agreement shall be in writing and shall be deemed delivered, given, and received for all purposes: (i) as of the date and time of actual receipt, in the case of notices delivered personally; (ii) one (1) day after deposit with a nationally recognized overnight delivery service; (iii) if sent by electronic mail, upon confirmed receipt by Participant or the Company; or (iv) five (5) days after deposit in registered or certified United States mail return receipt requested, as applicable. All notices shall be sent to the address set forth on the signature page or the e-mail address provided in the signature page hereto.

11. Dispute Resolution. Participant hereby waives any right to a trial before a judge or jury and agrees to arbitrate any dispute arising out of or in connection with this Agreement. All disputes (whether in contract, tort, or otherwise) shall be exclusively and finally settled before a neutral arbitrator. The place of arbitration shall be Fort Collins, Colorado, and the law applicable to the arbitration procedure shall be determined pursuant to Section 13. The arbitration shall be administered by the American Arbitration Association and a single, neutral arbitrator will be selected in a manner consistent with American Arbitration Association's rules. Notwithstanding anything to the contrary in this Agreement, the Company may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of the Company's or any other person or entity's intellectual property rights.

12. Amendment and Waiver. The Company reserves the right to unilaterally modify the terms and conditions of this Agreement at any time and in its sole discretion. The Company shall post any modifications by sending notice to Participant in accordance with Section 10 and by posting any updates to the Company website. PARTICIPANT'S CONTINUED USE OF THE SERVICES FOLLOWING NOTICE OF SUCH MODIFICATION WILL CONSTITUTE PARTICIPANT'S ACCEPTANCE OF THE MODIFICATION. IF PARTICIPANT OBJECTS TO ANY MODIFICATION, PARTICIPANT'S SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any conflict of law provision or rule (whether of the State of Colorado or any other Jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.

14. Successors and Assigns. This Agreement, and any and all rights, duties, and obligations hereunder, shall not be assigned, transferred, or delegated by Participant without the prior written consent of the Company. Any attempt by Participant to assign, transfer, or delegate any rights, duties, or obligations that arise under this Agreement without such permission shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

15. Entire Agreement. This Agreement, including the exhibit attached hereto, and the policies of the Company and Providers, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations, or covenants except as specifically set forth herein or therein. This Agreement, including the exhibit attached hereto, supersede any other agreements, representations, or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

16. Severability. If any provision of this Agreement becomes or is illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, will be severed from this Agreement and replaced with a valid and enforceable provisions that will achieve, to the extent possible, the same economic, business, or other purpose of the illegal, void, or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

17. Counterparts. This Agreement may be executed in any number of counterparts, including electronic or facsimile copy, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

18. Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part of or on behalf of the parties hereto. Each of the Company and Participant acknowledge that they: (i) have read this Agreement and understand the terms and consequences of this Agreement; (ii) have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or have voluntarily declined to seek such counsel; and (iii) are fully aware of the legal and binding effect of this Agreement.

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Exhibit A

Project/Location: Filming and/or photography of me during various events (the “*Events*”) sponsored by, related to or provided by Health4Heroes, a Colorado non-profit corporation, pursuant to a Participation Agreement between the Company and (the “*Agreement*”).

I hereby give the Health4Heroes, and its subsidiaries, affiliates, their agents, successors and assigns (the “*Company*”), permission to take and use digital or film images and video of me, my name and biographical information, and/or any verbal statements made by me (“*my likeness*”) in connection with the Events (as defined in the Agreement).

I further grant the Company the unlimited right and permission to use, distribute, reproduce, display, and publish my likeness, including any images or video in which I appear in whole or in part, and in which my voice may be heard, and to use them in internal and external communications; to publish and republish them; and to make them available on the Internet, including but not limited to, on websites and social media accounts controlled by the Company.

I acknowledge and agree that I have no rights in the materials generated during the Events. I acknowledge that I will not be afforded the opportunity to examine or approve the manner, completed product, or method in which my likeness is used; *provided that* my likeness will not be used in any defamatory or pornographic work. I release the Company from all liability for claims and demands arising out of or relating to the use of my likeness.

I grant this consent, right, and permission in consideration of the benefit I will receive during my attendance at the Events and agree that I have no further right to any payment or other consideration related to this release. I acknowledge that this release is binding upon my heirs and assigns. This release represents the entire understanding between the Company and myself with respect to the subject matter hereof.

I am over 18 years of age and I have the right to enter into this agreement. I HAVE READ THE ABOVE AUTHORIZATION, RELEASE, AND AGREEMENT AND FULLY UNDERSTAND THE CONTENTS THEREOF. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY.

**IF AGREEING ON BEHALF OF A MINOR, PLEASE REVIEW THE FOLLOWING
INFO**

Consent to use Name and Likeness and Release (Minor)

I hereby consent to the Company, taking and using digital or film images, video, name and biographical information, and/or verbal statements of my child ("*my child's likeness*"). I further grant the Company the unlimited right and permission to use, distribute, reproduce, display, and publish my child's likeness, including any images or video in which my child may be included in whole or in part, and in which my child's voice may be heard, and to use them in internal and external communications; to publish and republish them; and to make them available on the Internet, including but not limited to, on the Company's website and on any and all social media accounts controlled by the Company. I also authorize the Company to use my child's name in association with any and all such use of my child's likeness.

I grant this consent, right and permission in consideration of the benefit my child will receive in helping to promote the event, service, or other subject matter about which my child's likeness is taken or used. I acknowledge that I will not be afforded the opportunity to examine or approve the manner, completed product, or method in which my child's likeness is used. I release the Company from all liability for claims and demands arising out of or relating to the use of my child's likeness.

I am over 18 years of age, I am the parent or guardian of the child named above, and I have the right to make this agreement. I HAVE READ THE ABOVE AUTHORIZATION, RELEASE AND AGREEMENT AND FULLY UNDERSTAND THE CONTENTS THEREOF. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY. This agreement shall be binding upon me and my heirs, legal representatives and assigns.