



The A21 Campaign's Walk For Freedom

Event Host Agreement

The A21 Campaign, Inc. ("A21") is a non-profit entity dedicated to abolishing human slavery in the 21st century. Each year, A21 sponsors an annual "Walk for Freedom," which walk is hosted at venues around the globe by non-profit charitable, educational and religious institutions, as well as for-profit entities and individuals, which entities are known as A21 Supporter Host.

This Event Host Agreement (hereafter "Agreement") is by and between A21, a California non-profit corporation, located at 427 E. 17th st. Costa Mesa, CA and the Event Organizer/Promoter listed (hereafter, "Supporter Host") and all other persons or entities hired by, volunteering on behalf of, contractually related to, or otherwise affiliated with Supporter Host or connected with Supporter Host's production of the Walk for Freedom Event on October 15, 2016 date ("Event"). All such Event promoter(s), Event director(s), and other signatories are referred to herein individually and collectively as "Supporter Host."

NOW THEREFORE, in consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, A21 and Supporter Host agree as follows:

TERMS

1. **Event Administration.** Supporter Host agrees, covenants, warrants, and represents that it shall follow and ensure that the Event complies with all A21's management criteria, safety guidelines, rules, regulations, policies, directives, decisions, and all procedures set forth in the Event Guidelines.

2. **Supporter-Host Duty to Collect Release of Liability Forms.** Supporter Host shall collect, all required forms and fees, and shall deliver by mail such items to A21 immediately at the end of the Event.

3. **Assignment of Event Coordinator & Coordinator's Duties.** Event Coordinator will recruit volunteers to assist in executing the Event well in advance of the Event Date. The Event Coordinator will ensure all volunteers have signed a waiver either electronically or submitted day-of and ensure the guardians of minors have signed a waiver on behalf of minors volunteering for the Event. In advance of the Event, the Event Coordinator will organize key volunteers to lead various areas of the Event and make sure they fully understand the needs of their group, as well as train all volunteers and assign age-appropriate duties to minors. Event Coordinator will manage volunteers on the day of the Event, and will meet with volunteers at the designated volunteer check-in location and direct volunteers to their posts and review duties the day of the Event. Event Coordinator will be responsible for thanking all volunteers orally or in writing after the Event for their assistance during Event.

4. **Safety.** Supporter Host shall put the safety of runners, walkers, volunteers and spectators ahead of all other aspects of the Event. It is expressly understood and acknowledged by Supporter Host that the requirements, standards, and guidelines established by A21 are intended to provide for the orderly administration of the Event and are not intended to guarantee the safety of persons who participate in the Event ("Participants"). Supporter Host acknowledges that the safety considerations may or may not require that additional precautions or measures be taken beyond the minimum requirements established by A21, and Supporter Hostt agrees to take measures to promote and conduct the safest Event possible.

5. **Standards of Communications Made by Supporter-Host.** Supporter Host agrees to demonstrate honest communication and adhere to the communication guidelines, not making false or misleading statements to any person or business associated with the

Event including but not limited to A21, Walk for Freedom potential or actual Participants, sponsors, local government, local businesses, and other related parties.

- 6. Representation of Compliance with Applicable Laws, Permit Procedures and Contracts.** Supporter Host agrees to comply with all national, state, and local or municipal laws, regulations, guidelines or standards in hosting the Event, and represents that it has obtained all necessary permits, waivers and other legal permissions required to host the Event in its jurisdiction on the date and time set for the Event. Supporter Host agrees to perform all duties to the specifications outlined in all permits, contracts or agreements with all involved parties including local governments, sponsors, third-party vendors, Participants, and nonprofit partners such as clubs, events, and charity partners.
- 7. Legal Claims and Event Records.** Supporter Host hereby covenants and agrees to cooperate in good faith with A21 and its agents in the event of any personal injury claims or other legal actions arising out of the Event and to maintain adequate business records for the Event for a period of at least seven (7) years after the Event and to provide A21 access to such records. Business records include, but are not limited to, Supporter Host waiver forms, facility use agreements, vendor certificates of insurance, event Supporter Host census data, and accounting records.
- 8. Financial Transactions and Event Assets.** Supporter Host agrees to conduct all financial transactions in an open and transparent manner, especially when partnering with other nonprofit organizations and when accepting funds or special services from Participants or government entities. Supporter Host agrees to keep current and accurate records of all financial transactions. Supporter Host agrees to preserve and protect any events assets by making prudent and effective use of those assets as well as accurately reporting on their financial condition to A21 in a timely manner. Supporter Host should not personally utilize Events assets if the assets are owned by a nonprofit or related partner. Assets include but are not limited to capital assets, contact information, and trademarked items.
- 9. No Profit Allowed from Hosting of Walk For Freedom.** Supporter Host agrees to not use its position as a host of the Event to profit personally nor perform business transactions known to represent a conflict of interest with Event organizers, sponsors, vendors or staff. All property and business of an event owned by a nonprofit club,

organization, or other partner should be conducted in a manner to further the Event's interest rather than the personal interest of any individual.

10. Duty of Confidentiality Regarding A21's Proprietary Information. A21 now owns and may hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Confidential Information"). A21 will be disclosing Confidential Information to Supporter Host in connection with its Hosting of Event. Confidential Information includes not only information disclosed by A21, but also information developed or learned by Supporter Host during Supporter Host's preparation for the Event and hosting of the Event. Confidential Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which A21 is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of A21, whether or not such information is identified by A21.

Confidential Information Defined. By way of example and without limitation, Confidential Information includes (i) any and all information concerning marketing strategies, plans, financial information, or projections, operations, funding or donation plans, sales estimates, business plans, methods and practices, performance results, relating to the past, present, or future business activities of A21, its affiliates, subsidiaries and affiliated companies; (ii) all financial information including but not limited to financial statements, bank and trade reference information, information contained in any application furnished by or to the A21; (iii) any and all plans for products or services, (iv) any and all Participant names or lists, customer supplier or personnel or donor/contributor lists including but not limited to lists of the names, addresses (e-mail and postal) and telephone numbers of any Event Participants or of any of A21's members, visitors, website Participants, employees, volunteers, donors, contributors, or trafficking victims and survivors who have contacted A21 and/or been rescued or otherwise serviced by A21, and any personal information revealed by the foregoing individuals to A21 or which A21 is otherwise in possession of (e.g., via a background check) on such individual(s) including but not limited to amount of pay expended or pledged to such individual(s) by A21, or amount of contribution or intended/pledged contribution received by A21 from such individual(s); (v) any and all scientific or technical information, inventions, designs, processes, procedures, formulae, improvements, technologies, techniques, discoveries, or method, concepts, reports, data, know-how, works-in-progress, development tools, research techniques, specifications, computer software or programs, source code, object code, flow charts, sketches, models, samples, tools, databases, information and

trade secrets, patent applications, and other proprietary rights, and scripts; (vi) any and all derivatives, improvements and enhancements to any of the above; (vii) any proprietary information learned or revealed while using A21's computers, software, telephone, database or hotline systems or other equipment or systems; (viii) all information and data concerning victims or survivors of human trafficking with whom the A21 has come into contact and which data is stored in any manner by A21, particularly, the past or current names, whereabouts, or other identifying features of the victims, survivors or their perpetrators, (ix) and any and all other information that should reasonably be recognized as Confidential Information of A21 or its Event Participants, affiliates or subsidiaries.

A21's Efforts To Protect Confidential & Trade Secret Information.

Supporter Host understands that Confidential Information also includes like third-party information which is in A21's possession under an obligation of confidential treatment, and that while Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to constitute Confidential Information, Supporter Host acknowledges that the Confidential Information is proprietary to the A21, has been developed and obtained through great efforts by A21, and Supporter Host agrees to regard all of A21's Confidential Information as trade secrets. Supporter Host further acknowledges that A21's trade secrets, particularly relating to Event Participant lists, its victim databases, and customer and donor lists, derive independent actual economic value from not being generally known to nor readily ascertainable by proper means by others who would be competitive to A21 such as non-profit entities in the anti-trafficking industry, and are the subject of extensive efforts by A21 that are reasonable to maintain their secrecy, including: (i) limiting the pool of employees who have access to such information to those who have a legitimate "need to know," (ii) protecting hard-copy lists under lock and key with restricted employee access; (iii) protecting soft copies of lists with passwords and tiered access with restricted employee access; and (iv) ensuring no dissemination of such information during meetings to individuals unless the A21 has determined such individuals have a "need to know" and that such individuals have further agreed to treat such information as Confidential Information and agree to the types of restrictions set forth in this document to protect and limit disclosure of such information.

Use of Confidential Information by Supporter Host; No Right or License in Confidential Information by Supporter Host. Supporter Host agrees to use the Confidential Information solely in connection with its hosting of the Event, and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the A21.

No other right or license, whether expressed or implied, in the Confidential Information is granted to Supporter Host.

Supporter Host's Express Agreement to Protect Confidential Information.

Supporter Host agrees that at all times prior, during and subsequent to the Event, Supporter Host will keep strictly confidential and not use, communicate, or divulge to any individual, corporation, partnership, or group, in whole or in part, any Confidential Information, except for Supporter Host's own use during the Term of this Agreement to the extent necessary to conduct the hosting of the Event, or except as authorized by A21 in writing. Supporter Host further agrees not to cause the transmission, dissemination, removal or transport of tangible embodiments of, or electronic files containing lists of Event Participants or other A21 Confidential Information, without prior written approval of A21.

Exceptions. Supporter Host's obligations with respect to any list of Event Participants or other A21 Confidential Information as set forth above shall not apply when Supporter Host can document that (i) it was in the public domain at the time it was communicated to Supporter Host by A21; (ii) it entered the public domain subsequent to the time it was communicated to Supporter Host by A21 through no fault of Supporter Host; (iii) it was in Supporter Host's possession free of any obligation of confidence at the time it was communicated to Supporter Host by A21; (iv) it was rightfully communicated to Supporter Host free of any obligation of confidence subsequent to the time it was communicated to Supporter Host by A21; or (v) that it is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

A21 Property. All materials, including without limitation lists of Event Participants, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Supporter Host by A21 or which are developed in the process of hosting the Event, or relate to the Event, are the property of A21, and shall be returned by Supporter Host to A21 promptly at A21's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Supporter Host is granted no rights in or to such Materials, the Confidential Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Supporter Host shall not use or disclose the Materials, Confidential Information or Innovations to any third party.

11. No Right To Use Images of Event. By executing this Agreement, Supporter- Host waives its right to use the following personal information: (1) Participants' pictures – including photographic, motion picture, and electronic (video) images, including Participants' images or likenesses; (2) Participants' voices – including audio, sound and video recordings or clips, including likenesses. Supporter-Host has no right to use – and grants A21 the sole and exclusive right – to use, publish, copy, print, copyright, transfer, electronically transfer, duplicate and reproduce, for any and all purposes without limitation, any names, pictures of Participants in film or electronic (video) form, sound and video recordings of Participants' voices, and printed and electronic copy of this information for any lawful purpose including but not limited to publicity, distribution, promotion, illustration, advertising, marketing, sale, copyrighting, Web interfaces, animation, education or educative curricula or conferences, press conferences, meetings, hearings, recruitment, and lobbying, in any and all media including, without limitation, cable and broadcast television and public service announcements (PSA's), and the Internet, brochures and other print media including billboards, and in e-formats or Web formats. The permission granted to A21 by Supporter Host extends forever, and to all languages, media, formats and markets now known or hereafter devised, and all geographic regions where materials may be distributed. Supporter Host further grants A21 all right, title, and interest that Supporter Host may have in all finished pictures, negatives, reproductions, and copies of original prints which it took of the Event or Event Participants, and further grants A21 the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as A21 deems fit. Supporter Host hereby waives the right to receive any payment for the grants of permission listed in this paragraph, and hereby waives the right to receive any royalties, payment or compensation for – or arising out of or related in any way to – A21's use of any of the material described above for any of the purposes listed herein. Supporter Host also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith, or to approve the eventual use that it might be applied. Supporter Host further hereby irrevocably authorizes A21 to edit, alter, copy, exhibit, publish or distribute the information above, and hereby holds harmless and releases and forever discharges A21 from all Claims which Supporter Host have or may have by reason of this authorization.

12. Environmental Compliance. Supporter Host will make a commitment to environmental compliance as outlined in Event permits. Supporter Host should make reasonable efforts to conduct the Event in a manner that conserves natural resources within the budget of the Event.

13. Drug-Alcohol Free Commitment. Supporter Host agrees to not provide drugs or alcohol before, during or after its hosting of the Event. Further, Supporter Host agrees to make a commitment to encourage entrants to follow a “Drug and Alcohol Free” Event policy.

14. Agreement to Not Accept Gifts or Gratuities. Supporter Host shall refrain from accepting gifts or gratuities from Event Participant or other vendors. If there is any possibility that giving or receiving an amenity could be viewed or later construed as a bribe or improper inducement, Supporter Host or staff should not give or accept the amenity.

15. Sensitivity to Surrounding Community. Supporter Host agrees to keep informed and be sensitive about how the Event it hosts will affect the community in which the Event is held. Supporter Host will share that information with their staff, Event committee or interested persons, and will remain sensitive to community needs and work in Supporter Host to better the health and wellness of the community, and not be disruptive to citizens.

16. No Discrimination. Supporter Host will demonstrate a commitment to a nonpartisan agenda in the conduct of its Event and prohibit discrimination and harassment of potential Event participants or Event Participants based on the basis of race, color, national origin, disability, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, economic status, citizenship, veterans, military status, gender identity, gender, or age.

17. Duty of Ethical Conduct. Supporter-Host is expected to conduct itself ethically, honestly and with integrity in all dealings, and abide by principles of fairness, good faith and respect consistent with all laws, permit regulations and internal policies that govern its conduct with others both inside and outside the community.

18. Supporter Host’s Release of A21. Supporter-Host acknowledges that walking and running can be an inherently dangerous sport, which Supporter Host is promoting. In consideration of – and as a condition of a permit issued by A21 to allow Supporter Host to host a Walk For Freedom Event (hereafter, “Event Permit”), and the issuance of an Event Permit to Supporter Host by A21 – Supporter Host on behalf of its heirs, respective associations, subsidiary, affiliated, related and parent corporations,

companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees, beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns, sponsors, promoters, affiliates, officials, volunteers including walk leaders, participating communities and clubs, and all government and public or quasi-public entities including, but not limited to, the State, county, and local municipalities where each Event takes place, and any other entity or person involved in connection with the sponsorship, organization or execution of this Event (hereafter, "Releasers") **shall and hereby do relieve, release, forever discharge**, hold harmless, indemnify, including as to attorneys' fees, and promise not to sue A21 and its heirs, respective associations, subsidiary, affiliated, related and parent corporations, companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees, beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns, sponsors, promoters, affiliates, officials, volunteers including walk leaders, participating communities and clubs, and all government and public or quasi-public entities including, but not limited to, the State, county, and local municipalities where each Event takes place, and any one involved in connection with the sponsorship, organization or execution of this Event (hereafter, "Releasees"), **from any and all known or unknown, suspected or unsuspected, contingent or fixed claims**, civil or criminal complaints, administrative or agency actions, grievances, allegations, demands, liabilities, debts, losses, obligations, promises, damages, injuries, costs, compensation, commissions, interest, penalties, expenses (including without limitation, attorneys' fees), lawsuits, actions (in law, equity or otherwise), rights and privileges, and causes of action including but not limited to tort and negligence theories, breach of contract, breach of implied in fact contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, fraud, negligent misrepresentation, intentional or negligent interference with contract or economic advantage, indemnity, intentional or negligent infliction of emotional distress, statutory or common law unfair competition, invasion of privacy, abuse of process, malicious prosecution, and all other injuries of any nature, kind and description, in law, equity or otherwise whether not now known or ascertained (hereinafter "Claims"), which arise directly or indirectly from, or are or were attributable in any way to the negligence, action or failure to act of Releasers, which Claims Releasers **now own or hold, have, may have or could have had (or at any time heretofore owned or held or may or could have had, or at any time in the future may or could hold or have), arising from Releasers' hosting of the Event, or in any direct or indirect way related to Supporter Host's hosting of the Event.** It is understood and agreed that A21 makes no warranties, expressed or implied, to the

Supporter Host-Host, Releasers, any other organizing or promoting entity, entrants, Participants, competitors, or spectators, or to any other person.

- 19. Indemnification.** Releasers do personally, and on behalf of all affiliated or related entities connected in any way with the promotion or administration of the Event, hereby jointly and severally, indemnify and agree to defend and hold harmless A21 and Releasees, from any and all claims, liabilities, demands, obligations, debts, costs of litigation, attorneys' fees, or other expenses related to or arising out of the organization or conduct of an Event that does not meet all of the requirements outlined in this Agreement.
- 20. No Warranties or Agency.** It is understood and agreed that A21 makes no warranties, express or implied, to the Supporter Host, or other Event promoters, sponsors, Participants, volunteers, spectators, or any other person or entity related in any way to the Event. Under no circumstances shall Supporter Host act as the agent of A21. There is no intent to create an agency, partnership, or joint venture relationship between A21 and the Supporter Host of the Event, and the execution of this Agreement does not constitute the formation of an agency relationship between the parties hereto.
- 21. Warranty of Information.** Supporter Host warrants that all requirements described in this Agreement will be complied with and that all information listed under Event Description at the top of the first page of this Agreement is true and correct.
- 22. Falsifying Information Grounds for Cancellation.** Falsifying or misrepresenting information in this Agreement may result in A21, in its sole election and discretion, canceling the Event. If any statement set forth in the sanction application or any representation made to A21 in connection with the sanction application subsequently becomes untrue prior to the competition of the Event, Supporter-Host shall immediately notify A21 in writing of the change in circumstances.
- 23. Insurance.** A21 requires adequate evidence of insurance for the Event to be supplied by Supporter Host at the time of submission of this application.

- 24. Non-Assignability of Event Permit.** Supporter Host understands any permit issued by A21 is not assignable to another event, nor may its duties hereunder be assigned to another entity or individual.
- 25. Severability.** Every term and provision in this Agreement is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.
- 26. Grant of Sanction.** Provided that the Supporter Host and the Event comply with all the terms and conditions of this Agreement, A21 shall sanction the Event.
- 27. Termination of Supporter Host's Event in Event of Non-Compliance.** A21 may terminate the Event at any time if a Supporter Host or the Event fails to comply with any of the terms of this Agreement.
- 28. Modifications.** This agreement represents the entire agreement between both parties with respect to the Event. No modification or amendment of this Agreement or waiver of any provision of this agreement shall be valid unless it is set forth in writing and signed by both parties hereto.
- 29. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.