

Online Terms (To Be Used in Connection with Online Submission Form)

BY SUBMITTING YOUR INFORMATION ON OUR APPLICATION FORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW, WHICH GOVERNS YOUR (“YOU”) USE OF WWW.NIKOLASRITCHELFOUNDATION.ORG (“WEBSITE”) AND YOUR PARTICIPATION IN ANY PLANNED TRIPS, EXCURSIONS OR ANY OTHER ACTIVITIES (COLLECTIVELY “ACTIVITIES”) PROVIDED BY THE NIKOLAS RITSCHEL FOUNDATION, AN ILLINOIS NOT FOR PROFIT CORPORATION (HEREINAFTER “NRF”). YOU AGREE THAT BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ALSO AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE PRIVACY POLICY. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE PRIVACY POLICY, THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND CONTROL. YOUR PARTICIPATION IN ANY ACTIVITIES WE OFFER TO YOU ARE SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

WAIVER OF LIABILITY & RELEASE OF CLAIMS.

YOU AGREE THAT WE OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, AGENTS, ATTORNEYS OR OUR SUCCESSORS AND/OR ASSIGNS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN ANY ACTIVITIES OFFERED BY NRF THAT YOU ELECT TO PARTICIPATE IN. WE SHALL NOT BE LIABLE TO YOU AS STATED HEREIN REGARDLESS OF THE CAUSE OF ANY SUCH DAMAGE OR THE NATURE OF ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, BY STATUTE, FOR ANY TORTIOUS CONDUCT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR BY ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE SAME. ACCORDINGLY, YOU AGREE TO WAIVE YOUR RIGHTS UNDER ANY LAWS THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

FURTHERMORE, YOU HEREBY AGREE TO FOREVER RELEASE AND DISCHARGE NRF, INCLUDING ANY DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, SUCCESSORS, PREDECESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, DAMAGES, COSTS, ATTORNEY’S FEES AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER WHICH MAY NOW OR HEREAFTER EXIST ARISING OUT OF OR RELATED IN ANY WAY TO YOUR PARTICIPATION IN ANY ACTIVITIES OFFERED BY NRF OR OTHERWISE ARISING UNDER OR RELATING TO THIS AGREEMENT IN ANY WAY INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO DEFAMATION, THE RIGHTS OF PRIVACY AND PUBLICITY, COPYRIGHT INFRINGEMENT, MISAPPROPRIATION OR ANY RIGHTS OF OWNERSHIP (COLLECTIVELY “CLAIMS”). YOU AGREE TO WAIVE MY RIGHTS UNDER ANY LAWS THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS, OR ANY OTHER APPLICABLE STATE LAWS.

Publicity Consent and Release

For valuable consideration received, You agree and do hereby give your unconditional consent and grant to NRF a perpetual, irrevocable, transferable, royalty-free, and unconditional right and license to use, or license to others to use, portray, publish, re-publish copy, distribute, perform and display all or any portion of any photographs, videos and/or any other tangible works using your identity or name, voice, signature, sounds, conversation, photograph, image, biographical information, likeness or performance which may be derived from the Activities, including those in which you may be included, in whole or in part, in composite, without restriction as to changes and alterations, in conjunction with your own or a fictitious name, or reproductions thereof, in color or otherwise without limitation and in any form, manner or medium now existing or hereafter developed including digital media and non-digital media, in connection with any and all advertising, distribution, marketing, promotion, publicity, sales or in connection with any other lawful purpose including, but not limited to, use on our Website and in any other materials ("Works"). You understand and agree that you will not be monetarily compensated for consenting to the uses of the Works stated under this Agreement other than as expressly stated herein. You understand and agree that NRF will exclusively own and will otherwise have all rights, title and interest in the Works including all copyrights and all other rights of ownership. You agree to waive any so-called "moral rights" that I may have in any Works, including any rights of attribution and/or the right to integrity, and You acknowledge and agree that NRF will be acting in reliance upon the grant of rights contained herein and may incur substantial expense in reliance upon the same.

You acknowledge that you are at least 18 years old.

MEDICAL INFORMATION ACKNOWLEDGEMENT

You acknowledge and agree that NRF will discuss your medical condition or relevant medical history that You have or do disclose to any officer, director, member or employee of NRF with other members, officers, directors and employees of NRF in connection with your participation in the Activities. You hereby consent to such discussion or disclosure of your medical condition or information so disclosed by You to NRF. This consent shall only be extended as needed during any such Activities and does not apply to the disclosure of your medical information to any third parties outside of the NRF organization. This acknowledgement applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164.

Miscellaneous

You agree that You will be liable for any reasonable attorney's fees and for all charges and costs of whatever kind and nature incurred by NRF in connection with any claim or lawsuit brought by You or on behalf of me in violation of this Agreement. This Agreement shall be binding upon your successors-in-interest and heirs. This Agreement sets forth the entire agreement with respect to your use of our Website, the Works or your participation in any Activities we offer to

You and may not be altered or amended unless by mutual written consent of the parties. This Agreement will be construed in accordance with, and governed in all respects by, the laws of the state of Illinois, without regard to conflicts of law principles. The 17th Judicial Circuit Court located in Rockford, Illinois, Winnebago County, state of Illinois, United States of America shall serve as the exclusive forum and venue to resolve any and all claims, suits, controversies, demands or disputes arising out of or relating directly or indirectly to this Agreement and You expressly consent to the personal jurisdiction of any such court by virtue of your execution of this Agreement.

BY SUBMITTING THIS FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS CONSENT AND RELEASE AND THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY AND OF YOUR OWN FREE WILL AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.