

# **VETS4LIFE PARTICIPATION**

## **AGREEMENT**

This Vets4Life Participation Agreement ("**Participation Agreement**") contains the terms and conditions that govern your participation in the Vets4Life program with:

CrossFit DNR (Vets4Life's Partner)

This agreement does not guarantee your acceptance into the program, it will be evaluated based on needs and funds.

Described in this Participation Agreement (the "**Program**"). "**We**," "**us**," or "**our**" refers to Vets4Life, and "**you**" or "**your**" refers to the Participant wishing to utilize our services. "**Vets4Life Site**" means the partnering location accessed through this agreement, and does not include any other partnering agents.

**By signing this agreement and participating in this program, you agree to these conditions. Please read them carefully.**

### **1. Description of the Program**

The purpose of the Program is to permit Veterans (as defined in **Section 2**) to receive memberships to Vets4Life's partnering agencies at no cost to them with guidelines that the veteran must uphold (Defined in **Section 5**).

### **2. Registration**

Veterans can select any Partnering Organization, to utilize their services. To register, you must accept this Participation Agreement without modification, complete registration through the **INFORMATION FORM ATTACHED** by properly providing all requested information; including submitting a DD214 that correctly identifies your Veteran Status. We reserve the right to reject or suspend your registration if the requested information (including veterans status and personal information) is inaccurate or incomplete or if you are otherwise not in compliance with this Participation Agreement. If your registration is accepted, you will be a "**Participant**" for as long as all of your registration information is current and complete, this Participation Agreement remains in force, and you continue to be an Eligible Veteran adhering to our guidelines (Defined in **Section 5**). You will ensure that all information you provide to us, including your Program application information, veteran status, email address, and other contact information, is at all times complete, accurate, and up-to-date, and agree that failure to keep such information up to date may result in you no longer being a Participant or in you no longer receiving any services under the Program.

"**Eligible Participants**" are those that we determine:

- a. A veteran that has served in the United States Armed Forces.
- b. Have a DD214 verifying service.
- c. Do not engage in, support, encourage, or promote:
  - a. intolerance, discrimination or discriminatory practices based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - b. hate, terrorism, or violence;
  - c. money laundering;
  - d. other illegal, deceptive, or misleading activities; and

d. are otherwise not in violation of the terms of this Participation Agreement. You consent to us sending you notifications (if any), approvals (if any), and other communications relating to the Program and this Participation Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

### 3. Program Policies

By participating in the Program, you agree that you will comply with the [Program Policies](#) and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Participation Agreement, including policies and guidelines posted by our Partners.

You can only promote or link to Vets4Life or our Partners on your own Social Media (your "**Site**") and can only use our trademarks or logos or our affiliates' trademarks or logos ("**Vets4Life Marks**"), links to the Vets4Life Site ("**Links**"), or other content we may make available to you (collectively, "**Content**"), in all cases in accordance with [Program Policies](#) and the [Program Content Guidelines](#).

### 4. Responsibility for Your Site and Actions

You will be solely responsible for your Site, actions taken by you, including:

- the development, operation, distribution, and maintenance of your Site;
- compliance with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you or your Site;
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your Site (including any information you include within or you associate with Links);
- using the Content and any materials posted on your Site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity, or other intellectual property or proprietary rights);
- any misrepresentation of your relationship with a charitable organization, registration of a charitable organization that you are not authorized to act on behalf of, or any other failure to provide true and accurate information in your registration, including if such failure results in you not receiving the benefits of the program

We will have no liability for these matters, and you agree to defend, indemnify, and hold us, Vets4Life ("**Vets4Life**") and its affiliates and Partners, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to these matters. With respect to any emails, social media posts, mailings and other communications you send (or cause to be sent) in connection with the Program, you acknowledge that you are the originator and sender for all purposes (including under the CAN-SPAM Act of 2003 and all similar laws).

### 5. Qualifying Participants and Requirements

A "**Participant**" is any veteran utilizing our partnering facilities, which are marked at the beginning of this form and on the information page. Qualification will be verified through appropriate paperwork (including a DD214 and proper information).

Qualifying Veterans will have to adhere to the below "**Requirements**"

- Maintain professional conduct with Vets4Life and partnering agencies
- Must submit (1) media post per month while services are being utilized representing Vets4Life and our partner.

- Must maintain an attendance record of at least 10 uses per month; to ensure the Programs are being utilized efficiently.  
-One warning will be issued, and if not corrected the qualifying veteran will forfeit all Program benefits.
- May not degrade or undermine Vets4Life, partnering agencies, or our programs for any purposes.

If we determine that you are no longer an Eligible Participant or that you or anyone acting on your behalf has violated any term or condition set forth in this Participation Agreement (including failure to qualify as a Registered Participant), we reserve the right to collect the funds utilized from your participation in the Program.

We are obligated by law to obtain information from you. If we request information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold your program until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain information from.

### **7. Public Communications; Identifying Yourself as a Program Participant**

You acknowledge and agree that we may or may not allow others to publicize your participation within the Program. However, no persons' information that can harm you will be released.

### **8. Term and Termination**

The term of this Participation Agreement will begin upon acceptance of this Participation Agreement and will end when terminated by either you or us. Either you or we may terminate this Participation Agreement at any time, with or without cause, by giving the other party written notice of termination, which for your termination notice will require a written request to be removed from the program, delivered to us at vets4lifeorg@gmail.com, and for our termination notice will require either making a notice available for your review by transmitting email to the email address then-currently associated with your account. We also reserve the right, in our sole discretion, to cancel or otherwise terminate the Program at any time. Upon any termination of this Participation Agreement and/or the Program, all rights and obligations of the parties will be extinguished. No termination of this Participation Agreement will otherwise relieve either party for any liability for any breach of, or liability accruing under, this Participation Agreement prior to termination.

### **9. Modification**

We reserve the right to modify any of the terms and conditions contained in this Participation Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the Vets4Life Site or by sending notice of such modification to you by email to the email address then-currently associated with your Program account (any such change will be effective on the date specified in such notice but will in no event be less than two business days after the date of the notice). YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH NOTICE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS PARTICIPATION AGREEMENT

### **10. Relationship of Parties**

You and we are independent contractors, and nothing in this Participation Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Participation Agreement, you will be deemed to have taken the action yourself.

### 11. Limitation of Liability

NONE OF US, Vets4Life, OR THEIR AFFILIATES AND LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY INJURIES, DAMAGE TO PROPERTY, OR ANY OTHER HARM) ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE VETS4LIFE SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, THE AGGREGATE LIABILITY FOR US, VETS4LIFE, AND THEIR AFFILIATES AND PARTNERS ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, THE VETS4LIFE SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED \$50.

### 13. Disputes

**Any dispute relating in any way to the Program or this Participation Agreement will be resolved by binding arbitration, rather than in court,** except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Participation Agreement and any dispute of any sort that might arise between you and us.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Participation Agreement as a court would.**

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.** If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Notwithstanding anything to the contrary in this Participation Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

By signing this you are agreeing that you have read and agree to all terms written above:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**VETS4LIFE PARTICIPATION**  
**INFORMATION FORM**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Branch of Service: \_\_\_\_\_ Time In Service: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Sex: \_\_\_\_\_

Relevant Medical Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Known Allergies: \_\_\_\_\_

Emergency Medical Contact:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Participation Type (Please Check ONE): One Session: \_\_\_\_\_ Monthly: \_\_\_\_\_

By signing this you agree all information is accurate and you accept all terms associated with this program:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach DD214 with this paperwork to verify services.