



Professional Services Agreement

This Professional Services Agreement ("Agreement") is between, iCan Shine, Inc., ("Shine"), with a business mailing address of P.O. Box 541 Paoli, PA 19301, and _____, an _____ with an address of _____ ("Host").

In consideration of the Terms and Conditions set forth in this Agreement, Exhibit and invoices attached hereto, Shine and Host agree that duly authorized representatives as of the date below execute this Agreement.

AGREED BY:

Host

Sign: _____
Name: _____
Title: _____
Date: _____

Shine

Sign: *Jeff Sullivan*
Name: Jeffrey Sullivan
Title: Director of Finance &
Administration
Date: 1/15/19

PLEASE MAIL THIS SIGNED SIGNATURE PAGE ONLY, ALONG WITH DEPOSIT, TO ICAN SHINE, INC AT P.O. BOX 541 PAOLI, PA 19301.

I. DEFINITIONS

The following additional defined terms will have the meanings set forth below:

1. "Camp" or "iCan Swim Camp" means the weeklong iCan Swim program offered and operated through a collaborative effort between the Host and Shine, including all defined terms, related activities, and obligations described herein.
2. "Camp Booking Form" means Shine's standard excel spreadsheet, completed and submitted by Host, including details necessary to consummating this Agreement.
3. "Camp Director" is the responsible adult person(s) provided by Host that coordinate with Shine during, and (when possible) before, the Camp in the provision of Services under this Agreement. The Camp Director (a full-time role that may be fulfilled by more than one person) may or may not be involved in helping the Host plan and administer the Camp beyond what is required to coordinate with Shine during the weeklong Camp.
4. "Facility" means the local venue utilized to accommodate the Camp, procured by Host, that includes, but is not limited to, the swimming area and parent and volunteer orientation space, including chairs, projector and projection screen.
5. "Intellectual Property" means Shine's techniques including, but not limited to, iCan Swim programming materials and techniques, policies and procedures, trade secrets, design, trade names and logos and any other intellectual property incorporated into any deliverable in providing the Services defined herein.
6. "Usable Swimming Space" means the swimming area, whether indoor or outdoor, that is the source of the available square footage used to calculate the Maximum Number of Swimmers permitted, as defined below, for each Camp session.
7. "Maximum Number of Swimmers" means the largest number of Swimmers the Host may enroll for each Camp session and is determined by dividing the Usable Swimming Space square footage (length x width) by 225 and then rounding to the nearest whole number (i.e., 3, 4, 5 or 6). Under no circumstances can the Maximum Number of Swimmers exceed six (6).
8. "Minimum Number of Swimmers" means the minimum number of Swimmers the Host may enroll for each Camp session. Under no circumstances can the Minimum Number of Swimmers be less than three (3).

9. "Swimmer" means the participating person who attends Camp for the purpose of learning to swim. The Host deems Swimmers eligible for the Camp after review of a completed Swimmer Registration Form. Eligibility is subject to the Maximum Number of Swimmers and is permitted based on the Usable Swimming Space, both of which were previously defined.
10. "Swimmer Data Spreadsheet" means Shine's standard one-page excel spreadsheet, to be completed and submitted by Host, which compiles all Swimmer details necessary to help facilitate efficiency in the operations of the Camp.
11. "Shine Staff" means a minimum of two (2) Swim Instructors for the duration of Camp.
12. "Spotter(s)" or "Volunteer(s)" used interchangeably herein, means reasonably prudent and responsible people procured by Host, whether paid or unpaid, that assist the operation of the Camp through activities including, but not limited to, providing physical, motivational and/or emotional support to Swimmers and/or administering the Swimmer and Volunteer Camp daily check-in process.

II. DESCRIPTION OF PROFESSIONAL SERVICES

The professional services shall be provided subject to the Terms and Conditions, which follow.

Pursuant to this Agreement, Shine will collaborate with Host to conduct a weeklong iCan Swim Camp, using Shine's trained staff, to perform the professional services described herein ("Services").

This Agreement is effective as of the date Shine receives, from Host, both the signature page of this Agreement and requisite deposit.

TERMS AND CONDITIONS

1. Shine's Obligations/Services

Shine shall conduct a swim camp to be held at the facility secured by Host from [] to [], 2019.

Shine shall provide written instructions, forms and other necessary information and advice to the Host as requested regarding camp planning, marketing, operations, and volunteer and facility usage.

Shine must provide two (2) Trained Swim Instructors to monitor and manage the progress of the Swimmers, provide training to, and monitor the activities of, Host's Spotters/Volunteers, consult with Swimmers' parents/caregivers as needed, and coordinate the overall operation of the Camp. The Shine Staff will also resolve any related Camp issues, or concerns, in collaboration with the Host's appointed Camp Director.

Swim Instructors shall train up to four (4) of the host's Adapted Aquatic Instructor candidates, facilitate the Parent & Volunteer Orientation, facility walk-through and volunteer training on Sunday, manage the progress of the swimmers, supervise the activities of the volunteers, consult with parents/caregivers, and coordinate the overall operation of the camp and resolution of any related issues or concerns in collaboration with the Host's appointed Camp Director.

Shine staff assignments will be made and communicated to Host no later than approximately 14 days prior to the commencement of the camp.

All questions in this regard should be directed to Lisa Ruby at lisa@icanshine.org.

2. Host's Obligations

Shine's success in conducting the Camp is dependent upon the Host providing, maintaining, and making available, at Host's expense and in a timely manner, the resources described in this Section, and such other additional resources as Shine may, from time to time, reasonably request in connection with Shine's performance of the Services:

Camp Director:

Host must provide a reasonably prudent and responsible adult representative Camp Director, as defined, to consult with Shine in advance of, and during Camp. A Camp Director, which can be a role shared by multiple people, must be in attendance and available at all times, during the Camp's hours of operation.

- (a) A full-time Camp Director is designated by the Host and may or may not be involved in planning the swim camp. In addition to possible involvement in helping Host plan and organize the camp, the primary responsibilities of a Camp

Director during the week of camp include, but are not limited to:

- On site during each camp day to coordinate any emergency or other issues with Shine staff (e.g., calling 911 or managing and collaborating with Shine staff to resolve parent or spotter questions/issues) and act as a liaison between Shine staff and parents of swimmers (e.g., fielding and answering parent questions as best as possible and consulting with Shine staff frequently).
- Coordinate communications and all facility issues with facility staff (e.g., issues with access to or use of the areas as previously agreed to).
- Assist Shine staff with oversight/supervision and motivation of spotters.
- Organize and administer a swimmer and spotter check-in process near entrance to the pool area. Check-in process should include:
 - Having swimmers arrive 10 minutes before session start time with parent/caregiver to check in and wait outside the pool area until met and greeted each day by assigned volunteer, reminding caregivers to have swimmers use the restroom, have their snack if needed, check medical issues (glucose levels, breathing treatments and proper medications) and be ready for their session. Although Shine does not require use of swim caps, depending on the facility rules swimmers may be required to wear a swim cap and/or shower prior to entering the pool.
 - Arrange for some seating in check-in area for parents/caregivers to wait prior to session start times. Paper and markers/crayons may be made available for children to draw and socialize with peers.
 - Having volunteers arrive 15 minutes before session start time get name marked on arm and meet with Shine staff for daily instructional/training.

- Arrange for lunch each day of camp to enable Shine staff and instructors in training to not leave facility during lunch (optional but very much appreciated)
- Coordinate and communicate all details of pre-camp orientation with facility personnel. This includes but is not limited to:
 - Scheduling to meet Shine staff at facility on Sunday for a walk-through of the facility, ensure set-up for Adapted Aquatic Instructor training needs are met and returning for set-up of Orientation Meeting
 - Scheduling a 30-35 minute Parent and Volunteer Orientation and facility tour to take place at the facility
 - Scheduling pool space for Volunteer Training immediately following the Orientation
 - Providing a screen and projector for Shine staff to connect laptop to show Power Point presentation (no audio requirements) at Sunday Adapted Aquatics Instructor Training and Parent and Volunteer Orientation
 - Making arrangements for seating for parents and volunteers at Sunday orientation
- Coordinate and communicate all details of camp area with facility personnel and Shine staff. This includes but is not limited to:
 - Scheduling pool space for each session, locker room/changing room for our swimmers
 - Ensuring availability of pool deck area for volunteer meeting space as well as pool entry and exit
 - Assure the pool has qualified Life Guards on duty during all camp session times

- Coordinate and administer post camp award ceremony with volunteers and parents, if any (e.g., end each session 5 to 10 minutes early on last day of camp).

Facilities:

(b) Host shall provide a pool facility meeting the following criteria:

- Each state/province has local requirements for pool operations. Pools used for iCan Swim must have certified operators and follow universal safety standards. All pool rules should be posted and available to Shine staff and the general public.
- The pool must have trained and certified lifeguard(s) on duty. Some states have requirements for the number of lifeguards per square foot or mandatory numbers during public access to the pool. Regardless of the regulations, iCan Shine requires pool supervision by a certified lifeguard during the hours of the iCan Swim program.
- Indoor pools are most suitable for iCan Swim classes but outdoor pools may be considered. Distractions caused by teaching in an outdoor setting is less conducive to learning. In addition, pool closures for outdoor pools are more frequent due to inclement weather. iCan Shine does not provide a refund for sessions missed due to pool closures. iCan Swim instructors are prepared to conduct a land-based session in the event of a pool closure.
- The pool must have restrooms and showers available, as well as seating for parents to sit and view the program.
- Shine and Host must have access to the facility on Sunday, the day before camp, for site visit, facility walk-through, Adapted Aquatics Instructor Training, the Parent & Volunteer Orientation and Volunteer Training.
- iCan Swim sessions will need a specific allocated meeting area on the pool deck prior to entering and upon exiting the pool.

- Access to entry and exit of the pool space may be shared with the general public, ramp access is preferred, ladder and pool side entry acceptable.
- A pool with no or minimal activity during the camp is best. Pool space assigned to iCan Swim camp should **not** be shared with the general public.
- Shine and Host must have access to equipment provided at the facility and a small space to secure Shine equipment. (Shine equipment should be minimal but depends on what is available at the facility)
- Each session may have 3-6 swimmers depending on the available pool space. Most public pools have a “short course” pool of a minimum 25 yards (75 ft.) with 4 or more lap lanes (each at least 6 ft. wide). The equivalent of three lap lanes (approximately 18 ft. wide) is required for the maximum number of swimmers per session.
- Minimum pool space requirements are:

Swimmers per Session	Pool Width	Pool Length
3	9 ft.	75 ft.
4	12 ft.	75 ft.
5	15 ft.	75 ft.
6	18 ft.	75 ft.

- We recommend you check with your facility to determine what areas are used for Learn-To-Swim classes. Our needs will likely be similar, however remember that we will have one adult volunteer for each swimmer. Our space will be larger than that of the Learn-To-Swim class space. Depth of 4 feet is ideal for children 8 and older learning to swim. In addition to the class space a lap lane is highly recommended. For children 3-7 years of age we recommend a shallow area as well as a 3.5 to 4 foot space.
- Pictures of the pool space and pool deck along with a

description should be submitted to iCan Shine at the time of application. A completed iCan Swim Booking Form and iCan Swim Facility Checklist should accompany the photographs.

Swimmers:

- (c) Host shall provide qualified participants to be enrolled in the Services, not to exceed thirty (30) swimmers per day, six swimmers per session and five (5) sessions per day.

The minimum number of swimmers enrolled in any one session shall not be less than three (3). In the event Host has less than 3 swimmers scheduled for any one session, Host will reschedule such swimmers to other sessions such that no sessions have less than 3 swimmers.

- (d) Host shall schedule each swimmer to attend no more than one session per day for the five-day camp, and schedule each session to be as defined by the following categories of age:

- Swim for 3-7 year olds – 45 minutes
- Swim for 8-12 year olds – 60 minutes
- Swim for age 13 and above – 60 minutes

- (e) Host shall schedule a 30-minute break in between each session and a one-hour meal break for Shine staff each day.

- (f) Host shall supply all available swimmer registration data on the Swimmer Data Spreadsheet provided by Shine not later than 14 days prior to the camp start date to the then assigned Shine Instructor. If all data is not available 14 days prior to the camp start date, Host will send all available data at that time and send additional data as it becomes available in the days immediately leading up to camp.

- (g) Host shall arrange for swimmer parents and/or caregivers to be available to Shine staff for a 30-35 minute informational orientation meeting and facility tour for parents/caregivers and volunteers at the facility the day prior to the start of camp. Swimmers should **NOT** attend this orientation.

Volunteers/Spotters:

- (h) Host shall provide 1 volunteer/spotter per swimmer for each session to work in the pool with the swimmers. These volunteers shall be at least 15 years old and physically fit as to support the assigned swimmer for the entire session, and comfortable enough in the water to keep themselves and the swimmer safe.
- (i) Volunteers will attend a 90 minute volunteer training, 20-30 minutes in the classroom and 60 minutes in the pool, immediately following the orientation meeting. Camp Director will communicate to volunteers to wear or bring their swimsuit and a towel.
- (j) Host may conduct background screenings of volunteers, solely at Host's discretion, if Host determines it appropriate and/or necessary. Host will instruct volunteers to arrive to camp each day 15 minutes before their scheduled session start time for a mandatory volunteer meeting with Shine staff. Volunteers will be dressed in swimsuit and on pool deck ready to begin at this time. Host will provide Volunteer Spreadsheet to Shine staff no later than the Friday prior to the camp start date.

Shine Staff Lodging:

- (k) Host must provide appropriate lodging for Shine Staff. Appropriate lodging consists of the following: Two (2) separate bedrooms and bathrooms, for seven (7) nights, at the same location, checking in and checking out on Saturday unless otherwise agreed to, at Host's sole expense, and in addition to the fees indicated in the 'Price, Payment Terms & Refund Policy' section.

Such accommodations must be placed in the name(s) of the then assigned Shine Staff to ensure a smooth check-in upon arrival. Any lodging arrangements at properties other than hotels, for example dormitories, condominiums, summer houses, cottages, etc. require advanced approval by Shine.

Host agrees that lodging will meet the following requirements:

- Located in a safe neighborhood
- Air-conditioned, clean, and comfortable

- Overall average or better online reviews/ratings
- Located no more than a 30-minute drive from the Camp Facility, unless otherwise agreed to by Shine
- All amenities typically provided by a hotel, and if accommodations are not a hotel, amenities provided shall include, but are not limited to: pillows, bed sheets, blankets, soap, towels, and toilet paper

Camp Rules:

- (l) Host, in order for a Swimmer to participate, must ensure the following for each applicable Swimmer: 1) Shine be provided with a signed Swimmer Acknowledgement & Liability Release, as presented in Exhibit A attached hereto, from the party legally responsible for the Swimmer; and 2) have a parent/caregiver, legal guardian or designated equivalent present at Camp at all times. If Host, for any reason, cannot ensure the above, that Swimmer will not be permitted to participate in Camp.
- (m) Host shall communicate to all volunteers present at camp that escorting swimmers into the rest/locker/changing rooms by anybody other than the parent or caregiver is strictly prohibited.
- (n) Host agrees to utilize Shine's administrative forms (e.g., Swimmer Registration Forms, Swimmer Data Spreadsheet and Volunteer Data Spreadsheet, etc.) as provided on the iCan Swim Host page of Shine's website, without modification, aside from inputting and/or customizing the content requested by such forms.

3. Place of Performance

Unless otherwise mutually agreed to in writing, Shine will perform the Services, in whole or in part, at the Facility secured by Host and approved by Shine as disclosed in the Camp Booking Form submitted to Shine by Host.

4. Price, Payment Terms & Refund Policy

Price:

The Price for the Services shall be \$5,950. This amount is inclusive of the two (2) iCan Swim Instructor fees, transportation and food per-diem, insurance and Shine overhead.

Host acknowledges and agrees that Host is responsible for providing adequate lodging for the iCan Swim Instructors (2 rooms for 7 nights checking in and checking out on Saturday) at their own expense and such lodging expenses are not included in the price set forth above.

Host also acknowledges and agrees that such lodging is to be secured in the same location (e.g. hotel) for the duration of the 7 nights and be situated no more than a 30-minute drive from the Facility, unless otherwise agreed to by Shine. Refer to #2 (k) of the Agreement for further information on lodging requirements.

Payment Terms:

Payment for the Services shall be made in advance as follows (see attached invoices):

- A deposit of \$950 is due at contract signing and secures your camp week
- The final payment of \$5,000 is due by the Friday prior to camp

In the event payment is not received by the above due dates, Shine reserves the right to assess a 1% charge to outstanding balances each month such amount is past due.

If Shine does not receive payment, in full, by the first day of Camp, Shine reserves the right to promptly cease performance under this Agreement. This is exercisable at Shine's sole discretion, in addition to Shine's other rights and remedies, and failure to exercise this right shall not act as a waiver of this, or any other, rights and remedies available to Shine at present or in the future.

Refund Policy:

The following outlines the circumstances and the extent to which Host is entitled to a full or partial refund:

1. In the event Shine is unable to hold the Camp, due to events as described in Section 13, Shine must refund to Host all monies paid

that have not yet been expended on such Camp by Shine (e.g. non-refundable airline tickets, if any, purchased in advance).

2. In the event Host provides written notice to Shine, equal to or more than 150 days prior to the start date of Camp, this Agreement may be terminated for any reason by Host and all monies paid by Host to Shine will be fully and immediately refunded.
3. In the event Host terminates this Agreement less than 150 days prior to the start of Camp, all monies paid by Host to Shine, other than the deposit, will be fully and immediately refunded. The deposit amount will first be applied by Shine as reimbursement for actual costs Shine incurs directly related to such Camp cancellation that are unavoidable (e.g. non-refundable airfare/travel, Staff Camp compensation and/or per diem to the extent incurred).

After reducing Host deposit by said actual costs Shine incurs, if any, the remainder of the deposit will be maintained by Shine as a credit for the benefit of Host, with no expiration date, to be applied towards the price of any future Shine program (e.g. iCan Swim, or iCan Bike) hosted by Host.

5. Confidentiality and Privacy

Shine must keep confidential any Host information that has been provided to Shine as such. All Swimmer data must be kept confidential, at all times, by Host and Shine, and shall only be shared with Spotters assigned to work with and support the respective Swimmer at Camp.

6. Intellectual Property/Branding & Marketing

- (a) Shine and not Host, shall retain ownership of, and all rights, title, and interest in and to the Intellectual Property, as defined. Additionally, no license therein, whether express or implied, is granted by this Agreement, or as a result of the Services performed hereunder, without the express written consent of Shine.
- (b) Host may include references to Shine or the iCan Swim program and its capabilities and Services in brochures, fundraising materials, news articles, websites, Facebook pages, advertising materials, and/or Camp signs/clothing/gifts in

support of the Camp. However, Host or its agents (e.g., printers) must use only the Shine logos (including the format for the name “iCan Shine” or “iCan Swim”) provided on Shine’s website Host page Marketing Section, or otherwise by Shine, absent of any modifications except for adding beneath the words “iCan Shine” or “iCan Swim” the city, state and/or date of the Host’s local camp using the same font, color, style, and format (e.g. iCan Swim – Atlanta, GA).

Under no circumstances shall Host ‘re-brand’ the Shine iCan Swim program under a name different than “iCan Swim.”

7. Termination/Cancellation

Either party may terminate this Agreement if any of the following occur:

- (a) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not cure such failure within a period of 30 days after receipt of written notice from the non-breaching party specifying such failure; or
- (b) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due.

8. Disclaimer of Warranties

Shine expressly disclaims all express or implied standards, guarantees or warranties including, but not limited to, a warranty that any Swimmer will be independently swimming, or otherwise, by the conclusion of Camp. SHINE MAKES NO WARRANTIES OF ANY KIND CONCERNING POTENTIAL RESULTS OF SHINE’S SERVICES.

9. Limitation of Liability and Release

The following limitations of liability are provided under this Agreement:

- (a) Shine’s total liability to Host for any and all liabilities, claims, or damages arising out of or relating to this Agreement,

howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the greater of either the amounts paid by Host to Shine under this Agreement or the amounts paid by Shine's insurance carriers to or on behalf of Host.

- (b) In no event, shall either Shine or Host be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

10. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms, and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

11. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Shine may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

12. Applicable Law

This Agreement shall be governed by and construed under the laws of the State, Commonwealth, or Province in which the Host's Facility resides, without regard to its laws relating to conflict or choice of laws.

13. Force Majeure

Shine shall not be liable for any failure or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control (those circumstances are referred to herein as "Force Majeure Occurrences") examples of which include, but are not limited to, drought, war, famine, embargo, martial law, labor shortages, strikes, economic and natural disasters and environmental hazards. Any such delays shall not be a breach of, or failure to perform, this Agreement or any part thereof, and the date on which the obligations hereunder are due to be fulfilled shall only be extended, at Shine's sole discretion and if Shine's schedule allows, for a period equal to the time lost as a result of such delays, or a future date mutually agreed upon by Shine and Host. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.

Upon a Force Majeure Occurrence, the parties must notify the other that such an event has occurred and include the effect and duration on its performance. Shine must use reasonable diligence in resuming performance and updating the other party on its progress.

14. Relationship of Parties

Shine is an independent contractor in all respects with regard to this Agreement.

15. Third Party Beneficiaries

This Agreement does not create, and must not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

16. Waiver or Modification

This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of both Host and Shine (unless in the form of e-mail in which both parties mutually agree to the waiver or modification).

17. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services to be provided hereunder.

18. Survival

The provisions of sections 4, 5, 6, 8, 9, 14, 15 and 20 shall survive the termination or expiration of this Agreement.

19. Insurance

Shine must provide liability insurance with an aggregate limit of USD \$3 million (General liability insurance of USD \$2 million plus Umbrella liability insurance of USD \$1 million) by naming the Host and owner of Host's Facility as an "Additional Insured" on Shine's liability insurance policies for the Camp period. The Host will be provided with certificates of insurance prior to Camp as evidence of coverage (an example of such insurance certificate is available on Shine's website on the iCan Swim Host page under the subsection 'Legal').

Additionally, Host must name Shine as an "Additional Insured," on any existing liability insurance policies maintained by Host, for the Camp period as follows: iCan Shine, Inc. and its officers PO Box 541 Paoli, PA 19301. Host will provide Shine with a certificate of insurance prior to Camp as evidence of coverage.

Because the Host recruits Camp Volunteers/Spotters locally, such Volunteers/Spotters are considered the Host's Volunteers/Spotters and are therefore NOT COVERED by Shine's accident insurance. Hosts should consider if such Volunteers/Spotters are covered under Host's insurance policies and/or if procuring a weeklong 'special events' insurance policy in this regard is warranted. Obtaining such optional insurance coverage is at the sole discretion of the Host.

If Host desires to obtain a weeklong 'special events' volunteer accident insurance policy, Host may visit www.fdean.com/special-events.aspx (total premium covering all camp volunteers is approximately USD \$200) and

apply online. Alternatively, Host may contact another insurance company offering this type of 'special event' accident insurance coverage. Shine has no affiliation with any insurance company including, but not limited, to Francis L. Dean & Associates, and discloses this for Host's informational purposes only.

20. Mutual Indemnification/Hold Harmless

Host agrees to indemnify and hold harmless Shine (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, or as result of **Host's breach** of any representation, warranty, duty, promise or covenant made in this Agreement.

Shine agrees to indemnify and hold harmless Host (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, or as a result of **Shine's breach** of any representation, warranty, duty, promise or covenant made in this Agreement.

Exhibit A

Swimmer Acknowledgment & Liability Release (Mandatory for Participation)

Swimmer Name: _____

Swimmer's Parent/Legal Guardian Name: _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

I, _____, am the above indicated Swimmer's parent or legal guardian and, for myself and on behalf of said Swimmer, have fully read the accompanying iCan Swim Swimmer Registration Form and the related materials made available to me describing the iCan Swim program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of swimming, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

2. Release of Liability:

In consideration of iCan Shine, Inc. ("iCan Shine"), its affiliates, _____ [insert Host name], and _____ [insert Facility name] allowing the above named Swimmer's and MY participation in the Camp, I, for myself and on behalf of said Swimmer, our heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns, [Insert Host and Facility Names] and their volunteers, agents, employees, and officers of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Swimmer or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, swimming and related activities.

3. Indemnification:

If, despite this release, I, the above named Swimmer or anyone on said Swimmer's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Swimmer could be taken by parties outside the control of iCan Shine and [insert Host and Facility names] in connection with participating in the Camp. I acknowledge that iCan Shine and [insert Host and Facility names] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Swimmer's Parent/Legal Guardian: _____

Media and Data Collection Release
(NOT mandatory for participation)

I give permission for said Swimmer to be photographed and/or videotaped and later published in print or electronic media by iCan Shine or [insert Host and Facility names] or third parties acting on behalf of iCan Shine or [insert Host and Facility names]. I acknowledge and agree that photographs and videos may be edited and used in whole or in part as desired for these purposes, and may be produced, duplicated, distributed and used for informational, promotional, or other public purposes. I understand that photographs and videos are not my property and I will not be compensated for them. I understand and authorize the use in writing or otherwise the name or identity of said Swimmer.

Signature of Swimmer's Parent/Legal Guardian: _____



INVOICE

Invoice #: 20191

To: []

Description	Amount
Deposit for 2019 Swim Camp	USD \$950
Total Due Upon Receipt	USD \$950

NOTE: Receipt of deposit confirms camp week selected

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR SUPPORT!



INVOICE

Invoice #: 20192

To: []

Description	Amount
Final Payment for 2019 Swim Camp	USD \$5,000
Total Due No Later [], 2019	USD \$5,000

NOTE: A late fee of 1.0% per month is assessed to all past due amounts on a pro rata daily basis

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

**For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312**

THANK YOU FOR YOUR SUPPORT!