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 ___ ("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		**Shine**	
Sign:		Sign:	/s/ Jeff Sullivan
Name:		Name:	Jeffrey Sullivan
Title:		Title:	Director of Finance & Administration
Date:		Date:	7/9/26

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 Bike Camp" means the weeklong iCan Bike 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 online booking form, 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 indoor riding area, outdoor riding area, overnight storage for Shine's bikes and related equipment, and parent and volunteer orientation space, including chairs, projector and projection screen.
5. "Family Bike(s)" means the bicycles intended for Riders to use for post-Camp riding that their parents/caregivers bring to Camp. One goal of the Camp is to transition Riders onto their respective Family Bike by the end of Camp.
6. "Fleet" means the adapted bicycles, conventional bicycles, and related equipment, in quantities necessary for conducting an iCan Bike Camp.
7. "Intellectual Property" means Shine's inventions and techniques including, but not limited to, iCan Bike programming materials and techniques, policies and procedures, trade secrets, design and specifications of the adapted bicycle equipment utilized, trade names and logos and any other intellectual property incorporated into any deliverable in providing the Services defined herein.
8. "Usable Riding Space" means the riding surface area, whether indoor or outdoor, that: 1) is unobstructed and allows for a circular or ovular bicycle riding pattern for the Riders; and 2) is the source of the available square footage used to calculate the Maximum Number of Riders permitted, as defined below, for each 75-minute Camp session.

9. "Maximum Number of Riders" means the largest number of Riders the Host may enroll for each 75-minute Camp session and is determined by dividing the Usable Riding Space square footage (length x width) by 1,700 and then rounding to the nearest whole number (i.e., 4, 5, 6, 7 or 8). Under no circumstances can the Maximum Number of Riders exceed eight (8).
10. "Minimum Number of Riders" means the minimum number of Riders the Host may enroll for each 75-minute Camp session. Under no circumstances can the Minimum Number of Riders be less than four (4).
11. "Rider" means the participating person who utilizes the adapted, conventional and/or modified bicycles, and related equipment at the Camp for the purpose of learning to independently ride a conventional two-wheeled bicycle. The Host deems riders eligible for the Camp after review of a completed Rider Registration Form. Eligibility is subject to the Maximum Number of Riders and is permitted based on the Usable Riding Space, both of which were previously defined.
12. "Rider Data Spreadsheet" means Shine's standard one-page excel spreadsheet, to be completed and submitted by Host, which compiles all Rider details necessary to help facilitate efficiency in the operations of the Camp.
13. "Shine Staff" means a minimum of a single full-time Floor Supervisor and a single full-time Bike Technician for the duration of Camp.
14. "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 Riders and/or administering the Rider 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 Bike Camp, using one Fleet of equipment, as well as 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 must provide:

- One Fleet, as defined herein, in order to conduct an iCan Bike Camp to be held at a Shine approved Facility secured by Host from ___ **to** ___**, 2027.** Unless otherwise agreed to, by Host and Shine, Shine will arrive at Host's locale with said Fleet on Saturday and depart the following Saturday. On Sunday, Shine will expend approximately 2 hours unloading the Fleet contents into the Facility and conducting a parent and volunteer orientation at the Facility.

- One Trained Full-Time Floor Supervisor to monitor and manage the progress of the Riders, provide training to, and monitor the activities of, Host's Spotters/Volunteers, consult with Riders' parents/caregivers as needed, and coordinate the overall operation of the Camp. The Floor Supervisor will also resolve any related Camp issues, or concerns, in collaboration with the Host's appointed Camp Director.

- One Trained Full-Time Bike Technician to perform all maintenance on, and necessary adjustments to, all Fleet equipment, provide training to Riders utilizing a custom-designed tandem bicycle, as well as collaboratively work with the Floor Supervisor and Camp Director to resolve any related Camp issues or concerns. Additionally, Bike Technicians will assess and provide feedback and recommendations on Family Bikes to ensure such bicycles are suitable and appropriately sized for the specific Rider.

  Bike Technicians are expressly prohibited from making any modifications or adjustments to Family Bikes including, but not limited to, brakes, handlebars, gears, tires, and seats, except for installing a bike safety training handle and/or stem riser, but then only at the request of a Rider's parent/caregiver.

  Your contact for all Camp planning or other questions is Jeff Sullivan, Director of Finance and Administration, who can be reached at jeff@icanshine.org or 610-608-1312.

  Shine Staff assignments will be determined and communicated to Host no later than 14 days prior to the commencement of the Camp.

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 non-monetary resources described in this Section, and such other additional non-monetary resources as Shine may, from time to time, reasonably request in connection with Shine's performance of the Services:

Camp Director:

(a) 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.

(b) Host is responsible for ensuring the Camp Director performs their primary duties as outlined below. Camp Directors may or may not be involved in planning the 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:

- 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 Riders (e.g., fielding and answering parent questions as best as possible and consulting with Shine Staff as needed)

- Coordinate communications and resolution of all Facility issues with the facility's staff (e.g., issues with access to or use of the indoor or outdoor riding areas as agreed)

- Providing oversight of Volunteers/Spotters

- Organize and administer a Rider and Spotter daily check-in process near entrance to indoor riding area. Check-in process should include:

- Having Riders arrive 10 minutes before session start time to obtain a name tag and wait in check-in area until met and greeted, each day, by assigned Spotter(s)

- Arrange for seating in check-in area for Riders' parents/caregivers to wait prior to session start times

- Having Spotters arrive 20 minutes before session start time to obtain a name tag and partake in daily instructional/training with the Shine Floor Supervisor

- Label Riders' Family Bikes (using tape on handlebars and marker) as they are brought to Camp by parents/caregivers writing Rider name and session # and provide such bikes to Shine Bike Technician for assessment and storage during Camp

- 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 to unload the bike equipment into the Facility, which takes approximately 45 - 60 minutes (typically in the early afternoon) one hour before the start of orientation

    - Scheduling a Rider parent/caregiver and Volunteer/Spotter orientation to take place at the Facility beginning 60 minutes after the scheduled time to begin equipment unload (typically Sunday afternoon or evening)

    - Requesting that parents/caregivers <u>not</u> bring Riders to the Sunday orientation

    - Providing a screen and projector for Shine Staff to connect Shine laptop to show Power Point presentation at Sunday orientation (no audio requirements)

- Making arrangements for seating for parents/caregivers and Volunteers/Spotters at Sunday orientation (NOTE: Parents/Caregivers and Volunteers/Spotters attend the same orientation.)

- Coordinate and communicate all details of outdoor riding area with Facility personnel and Shine Staff. This includes, but is not limited to:

  - Scheduling outdoor riding area (e.g., track, tennis courts, parking lot or basketball courts) to be free and clear for use before start of Camp on Wednesday (Day #3) through Friday (Day #5)

  - Ensuring outdoor riding area is free of obstacles (e.g., parked cars and other obstructions/hazards)

  - Ensuring outdoor riding area has adequate water/drinks for Spotters and Riders

  - Providing oversight for outdoor riding area during absence of Shine Staff (when both Shine Staff are working indoors) and communicating with Shine Staff to collaborate in addressing any concerns

- At the option of Host, coordinate and administer post camp award ceremony with Riders, Spotters, and parents, if any (typically occurring during the last 5 minutes of each 75-minute session on last day of Camp). Shine Staff does not take part because they are preparing for next session.

Facility:

(c) Facility must have one continuous clean, hard, level, and smooth indoor riding surface, with adequate lighting, that must not be carpeted or asphalt (e.g. hardwood, hard rubber or similar synthetic material or polished concrete). The indoor riding area must have 1,700 sq. ft. of riding space per Rider, per

session, available during the hours of Camp, for the duration of Camp.

(d) Host must either provide a Facility with air conditioning or provide commercial grade fans to properly ventilate and circulate air to maintain a comfortable and safe environment during Camp.

(e) The Maximum Number of Riders permitted per 75-minute session is presented below. However, after dividing the total usable square footage of the indoor riding area by 1,700, rounding to the nearest whole number is permissible when determining Maximum Number of Riders. For example, 4.50 to 4.99 may be rounded to 5 Riders per session:

# of Riders per Session	**Usable Riding Space**
4	6,800 sq. ft.
5	8,500 sq. ft.
6	10,200 sq. ft.
7	11,900 sq. ft.
8	13,600 sq. ft.

(f) The Facility must also have secure overnight storage for Shine's bikes and equipment from the time the equipment is unloaded into the Facility (typically the Sunday immediately before camp commences) through the last day of Camp (typically Friday).

(g) Host must also provide one continuous flat outdoor riding area, **no further than 200 yards from the indoor riding area**, and in compliance with the 'Usable Riding Space' discussed above, to support Riders who will transition to a less-controlled environment if and when ready. The outdoor riding surface must be substantially free of obstacles; including, but not limited to, raised manhole covers, speed bumps, drain grates, uneven/not level areas, curbed planter boxes and other objects or conditions which may pose a safety risk.

(h) The outdoor riding area needs to be available exclusively for Camp activities, beginning at the start of day 3 of Camp (typically Wednesday) through the end of day 5 of Camp (typically Friday). During such time, Riders will be transitioned, based on their individual progress, from the indoor riding area

to the outdoor riding area.

Riders:

(i) Host must provide qualified Riders (minimum requirements are defined on Shine's standard Rider Registration Forms located on Shine's iCan Bike Host webpage) to be enrolled in the Services, not to exceed forty (40) Riders per day, eight (8) Riders per session, and five (5) 75-minute sessions per day provided adequate usable riding space exists to comply with the Maximum Number of Riders, as defined above.

(j) Waitlisting Exceptions:

i. ***Underage Riders*** - Hosts must wait-list Rider applicants that will be between seven and one half (7½) and eight (8) years old at the start of camp. Such underage Riders may be permitted to participate in Camp ONLY if there are: available spots within the seven (7) days immediately prior to Camp, that could not be filled with applicant Riders that meet all requirements for participation; sufficient volunteer spotters to maintain a 2:1 ratio of volunteer spotters to Riders; AND such Rider meets all other requirements for participation. Under no circumstances, can any person with a disability attend Camp as a Rider if they are less than 7 ½ years old at the start of Camp.

ii. ***Typically Developing Riders*** - Hosts must wait-list Rider applicants that do not have a formal disability (i.e. typically developing people). Such typically developing Riders may be permitted to participate in Camp ONLY if there are: available spots within the seven (7) days immediately prior to Camp, that could not be filled with applicant Riders that meet all requirements for participation; sufficient volunteer spotters to maintain a 2:1 ratio of volunteer spotters to Riders; AND such Rider meets all other requirements for participation. Under no circumstances, can any typically developing person attend Camp as a Rider if they are less than 8 years old at the start of Camp.

(k) If the minimum sq. ft. per Rider is not available at the Host's Facility, to accommodate the number of Riders Host has enrolled in Camp for any given 75-minute session, Host agrees to reduce the number of Riders to comply with the Maximum

Number of Riders, as defined above.

(l) The minimum number of Riders enrolled in any one session must not be less than four (4). In the event Host has fewer than 4 Riders scheduled, for any one session, Host agrees to reschedule such Riders to other sessions to comply with the Minimum Number of Riders, as defined.

(m) Host must ensure the distribution of Riders in each session appropriately complies with the bicycles/equipment available for each session. Shine Fleets have only six (6) of the largest 26" bikes and two (2) of the smallest 16" bikes. Specifically, **having more than six (6) Riders 64" or taller OR more than two (2) Riders under 48" tall in any one 75-minute session cannot be accommodated.**

(n) Host must schedule each Rider to attend no more than one 75-minute session per day for Camp, and schedule each session to be 75 minutes in duration with no less than a 20-minute break in between sessions (15-minute breaks do not suffice). The schedule must allow for an approximate one-hour meal break for Shine Staff each day.

(o) Host must supply all available Rider registration data, on Shine's Rider Data Spreadsheet to the then assigned Shine Floor Supervisor. If all data is not available 14 days prior to the Camp start date, Host must send all available data at that time, and send additional data as it becomes available in the days immediately preceding Camp. Please note this data is automatically provided if Host elects to utilize Shine's online registration platform.

(p) Host must offer either Shine's online video orientation (YouTube video links available) OR arrange for Riders' parents/caregivers to be available to Shine for a one-hour in-person informational orientation meeting, designed for parents/caregivers and Volunteers/Spotters, at the Facility or other space approved by Shine the day prior to the start of Camp. Riders should NOT attend this orientation. This is the same orientation meeting as discussed below for Spotters/Volunteers.

Volunteers/Spotters:

(q) Host must provide a **minimum of two (2) Spotters, at least**

fourteen (14) years old, per Rider (ratio of 2:1 Spotters to Rider), for each session to work with the Riders. These Spotters must be physically fit, such that they can run beside Riders on the bike for most of the session, and strong enough to hold the bike and Rider in the event of a fall. **To the extent Host cannot meet this 2:1 ratio, Host must reduce the number of riders such that this 2:1 ratio is met.**

(r) Host must offer either Shine's online video orientation (YouTube video links available) OR arrange for Volunteers/Spotters to be available to Shine for a one-hour in-person informational orientation meeting designed for Volunteers/Spotters at the Facility or other space approved by Shine the day prior to the start of Camp. This is the same orientation meeting as discussed above for Riders' parents/caregivers.

(s) Host is responsible for background screenings of Volunteers/Spotters only to the extent required by federal, state, and/or local laws. Host is responsible for compliance with any applicable federal, state, and local laws and regulations regarding Volunteer/Spotter screenings and participation in this type of event.

(t) Host will instruct Spotters to arrive to camp each day 20 minutes before their scheduled session start time for check-in and a mandatory 15-minute spotter meeting with Shine Floor Supervisor.

(u) Host will provide the completed Shine Volunteer Data Spreadsheet to Shine Floor Supervisor no later than the Friday prior to the Camp start date. Please note this data is automatically provided if Host elects to utilize Shine's online registration platform.

Shine Staff Lodging:

(v) 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 Section 4 below.

Such accommodations should 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 and B&Bs (e.g. 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 area
- 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
- If accommodations are not a hotel or B&B, room comfort and hygiene amenities provided shall include those provided by a hotel, including but not limited to: pillows, bed sheets, blankets, soap, towels, and toilet paper

Border Crossing (Canadian Camp Locations only):

(w) Host must reimburse Shine for out-of-pocket expenses related to or incurred by crossing the U.S./Canadian border that are not incurred with regards to Shine's domestic camp locations (e.g., ferry transportation [British Columbia], temporary Canadian work permits, Canadian duties and taxes, excess staff lodging [e.g. if refused entry for 24 hours or so into Canada], etc) necessary to reach Host's camp location.

Further, Host assumes responsibility for applying for and/or otherwise administratively securing all required border crossing authorization and documentation on behalf of and through collaboration with Shine (e.g., Shine providing staff passports and other required supporting documentation), including but not limited to:

- Commercial Goods Importation Declarations for Shine's bike equipment (Shine must provide itemized detail of contents of trailer, including monetary values);
- LMIA Exemption Letter (C10 'Significant Benefit' or other Exemption Code);
- Border Crossing Application Confirmation Numbers (if required);
- Offer of Employment Numbers Issued by Canadian Govt (usually online); and

- Executed Professional Services Agreements (Offer of Employment) between Host and each of Shine's Staff

Camp Rules:

(x) Host must appropriately communicate and assist Shine Staff in enforcing that anyone who sits on a bicycle, at Camp at any time, must wear a properly fitted and secured helmet suitable for a bicycle; and that no one shall be permitted to enter the indoor and outdoor riding areas unless they are wearing shoes with closed toes, such as sneakers. Flip flops, sandals, and other open-toe shoes are not permitted.

(y) In order for a Rider to participate, Host must ensure the following for each applicable Rider: 1) Shine be provided with a signed Rider Acknowledgement & Liability Release, as presented in Exhibit A attached hereto, from the party legally responsible for the Rider (electronic signature is accepted for online registrations); 2) appropriately fitting bike safety equipment (e.g., Bike helmet) be available and worn while sitting on a bike; and 3) 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 Rider will not be permitted to participate in Camp.

(z) Host must communicate to all present at Camp that escorting Riders into the restroom by anybody other than their parent or caregiver is strictly prohibited.

(aa) Host agrees to utilize Shine's administrative forms (e.g., Rider Registration Forms, Rider Data Spreadsheet and Volunteer Data Spreadsheet, etc.) as provided on the iCan Bike Host page of Shine's website, without modification, aside from inputting and/or customizing the content requested by such forms. Host may elect to utilize Shine's complimentary online registration platform.

3. Place of Performance

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

4. Price, Payment Terms, Lodging, Border Crossing, Credit Card Processing & Refund Policy

Price & Payment Terms:

The price for the Services shall be USD $9,950.

Payments for the Services are due as follows (see attached invoices):

- A deposit of USD $2,500 is due at contract signing and secures Host's Camp week
- A payment of USD $4,500 is due 30 days prior to the start of the Camp
- A final payment of USD $2,950 is due by the Friday prior to the start of Camp (**NOTE:** If deposit was paid prior to November 1st of year prior to camp, Host may deduct $250 from this final invoice)

In the event any payment is not received by the above due dates, Shine reserves the right to assess a one percent (1.0 %) monthly late charge, calculated on a pro rata daily basis, to past due outstanding balances.

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.

Credit Card Processing:

Hosts may opt to utilize Shine's website credit card payment processing feature, enabling participant registration fees and/or donations to be processed via credit card through Shine's website and credited directly to Host's Shine account. Shine will record such credit card payments to Host's account for the gross amount, thereby absorbing related merchant bank processing fees. This service is complimentary to Hosts.

Hosts will be notified via e-mail each time a credit card transaction, specific to their camp, has been processed through Shine's website and credited to their account. The amounts due per above mentioned invoices shall be reduced accordingly by all such credit card transactions credited to Host's

Shine account. Host may request a detail of their Shine Account at any time which will be promptly e-mailed to Host. This enables Host to reduce payments by accounting for all credited credit card transactions.

Additionally, at the request of Host, Shine will pay vendors directly or reimburse Host for camp related costs (e.g., lodging, t-shirts, facility fees, camp supplies, etc.) from Host's Shine account to the extent such payments or reimbursements do not create an outstanding balance due to Shine.

Refund Policy:

The following outlines the circumstances and the extent to which Host payments to Shine are refundable:

(a) In the event Shine informs Host of an inability to provide the services described herein, due to events as described in Section 13, Shine must fully and immediately 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).

(b) In the event Host provides written notice to Shine (e-mail messages suffice), 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.

(c) 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, truck rental and trailer storage, Staff Camp compensation and/or per diem to the extent incurred by Shine).

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 (i.e. iCan Bike, iCan Swim or iCan Dance) hosted by Host.

To the extent Host has not paid at least $1,500 of the deposit

and terminates this Agreement **less than** 150 days prior to the start of Camp, Host agrees to pay Shine a $1,500 cancellation fee.

5. Confidentiality and Privacy

Shine must keep confidential any Host information that has been provided to Shine as such. All Rider information and 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 Rider 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 Bike program and its capabilities and Services in brochures, fund-raising materials, news articles, websites, Facebook and other social media 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 Bike") 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 Bike" the city, state and/or date of the Host's local camp using the same font, color, style, and format (e.g., iCan Bike – Chicago, IL).

Under no circumstances shall Host 're-brand' the Shine iCan Bike program under a name different than "iCan Bike."

(c) Host agrees to not use any design or proprietary information obtained from access to, or observation of, the specialized bike equipment used by Shine, such as by manufacturing or causing to be manufactured equipment patterned after the designs of such equipment.

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; or

(c) Host loses right to utilize their chosen facility/venue and fails to secure another acceptable location within 15 days thereafter.

8. Disclaimer of Warranties

Shine expressly disclaims all express or implied standards, guarantees or warranties including, but not limited to, a warranty that any Rider will be independently riding a conventional two-wheel bike, 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

Neither party shall be liable for any failure or delay in performance of its obligations (except monetary payment) under this Agreement to the extent such failure or delay is due to an unexpected and disruptive event beyond its reasonable control (referred to herein as "Force Majeure Event") examples of which include, but are not limited to, drought, war, famine, pandemics, embargo, martial law, labor shortages, strikes, economic and natural disasters and environmental hazards.

Upon a Force Majeure Event, the parties must notify the other that such an event has occurred and include the effect and duration on its performance.

The parties must use reasonable diligence in resuming performance and updating the other party on its progress.

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 for a period equal to the time lost as a result of such delays, to the extent Host and Shine's schedule permits, or rescheduled for a future date mutually agreed upon by Shine and Host. Shine and Host must make all reasonable efforts to mutually agree on a future date.

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 explicitly and 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 shall 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 Bike Host page under the subsection 'Legal').

Additionally, Host must name Shine as an "Additional Insured," on any existing liability insurance policies maintained by Host that permit naming additional insured parties for the Camp period as follows: iCan Shine, Inc. and its' employees and officers PO Box 541 Paoli, PA 19301.

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.

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, 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, as a result of **Shine's** breach of any representation, warranty, duty, promise or covenant made in this Agreement.

Exhibit A

<u>Rider Acknowledgment & Liability Release</u>
(Mandatory for Participation)

Rider Name: _____

Rider's Parent/Legal Guardian Name: _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

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

I further understand and acknowledge that some bicycles have a handbrake connected to the front wheel posing a significant safety risk to riders being dislodged from the bicycle over the handlebars to the extent such handbrake is squeezed too firmly while riding. I also understand and acknowledge that iCan Shine, Inc. ("iCan Shine") has a practice of teaching bicycle braking using handbrakes connected to the rear wheel only to mitigate this risk. To alleviate the risk of bodily injury to said Rider, in the absence of my explicit request that such front wheel handbrake disengagement not occur, I hereby consent to iCan Shine disengaging any front wheel handbrake affixed to said Rider's personal bicycle brought to camp.

2. Release of Liability:

In consideration of iCan Shine, its affiliates,_____*[insert Host name]*, and _____*[insert Facility name]* allowing the above named Rider's and MY participation in the Camp, I, for myself and on behalf of said Rider, 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 Rider or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, riding, driving, training, handling, or otherwise being near both conventional two-wheeled bicycles as well as the adapted and/or modified biking equipment used by iCan Shine at the facility during the Camp, whether or not such bicycles and equipment are owned by iCan Shine, or in the care, custody, or control of iCan Shine.

3. Indemnification:

If, despite this release, I, the above named Rider or anyone on said Rider'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 Rider 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 Rider's Parent/Legal Guardian: _____

<u>Media and Data Collection Release</u>
(NOT mandatory for participation)

I give permission for said Rider 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 Rider.

Further, I understand that data collected from this program will be used to help the camp operate effectively relative to appropriate progressions, bike sizing and behavior management. I acknowledge that I may be contacted in the future for follow up information pertaining to rider progress, status or for other requests to support the future development and success of the program.

Signature of Rider's Parent/Legal Guardian: _____

INVOICE

Invoice #: 20271B

To:

Description	Amount
Deposit for 2027 Bike Camp	USD $2,500
Total Due Upon Receipt	USD $2,500

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 COLLABORATION!

INVOICE

Invoice #: 20272B

To:

Description	Amount
Progress Payment for 2027 Bike Camp	USD $4,500
Total Due No Later Than __, 2027	USD $4,500

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 COLLABORATION!

INVOICE

Invoice #: 20273B

To:

Description	Amount
Final Payment for 2027 Bike Camp **NOTE:** If deposit was paid prior to November 1st of year prior to camp, Host may deduct $250 from this final invoice	USD $2,950
Total Due No Later Than __, 2027	USD $2,950

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 COLLABORATION!