

WHEREAS, effective as of February 1st, 2LIV4, a 501(c3) non-profit organization located at 101 University, Suite 370, Denver, Colorado 80206, has agreed to donate to City of Reno, whose address is 1301 Valley Road, Reno Nevada 89512, (the “Recipient”), a scholarship for an Extreme Motus All-Terrain Wheelchair, the Emma X3 (the “Wheelchair”); and

WHEREAS, In consideration of the donation of a scholarship for the Wheelchair to the Recipient, the Recipient agrees to be bound by the following terms and conditions:

1. Wheelchair. 2LIV4 will order and pay for One (1) Extreme Motus All-Terrain Wheelchair, the Emma X3 (the “Wheelchair”). The total approximate value of the Wheelchair is \$4,400.00. The Wheelchair cannot be returned or exchanged. Recipient agrees to pay for one half of the shipping costs of the Wheelchair to Recipient.

2. Assignment. The Wheelchair and the obligations pursuant to this Agreement cannot be assigned or transferred.

3. OTHER TERMS.

a. The Wheelchair will be offered to the disabled community for use at _____.

b. Recipient will post 2LIV4 profile on Recipient’s website and social media to include a post about the 2LIV4 donation of the scholarship for the Wheelchair, 2LIV4 shoutouts where relevant, with a link to 2LIV4’s website.

4. RECIPIENT GENERATED CONTENT. The Recipient agrees to the submission of the application to 2LIV4, indicating the need for the Wheelchair, and how and where the Wheelchair will be used. Recipient also agrees to the submission of at least 5 photographs/videos of people with disabilities using the Wheelchair (the “Content”). 2LIV4 intends to use the Content in advertising and for other lawful purposes.

5. OBLIGATIONS OF RECIPIENT:

a. **Annual Reporting Requirement:** For a period of three years following receipt of the Wheelchair, or as otherwise agreed, the recipient organization agrees to submit an annual report to 2LIV4 detailing the number of users, types of disabilities served by the Wheelchair, and the nature of the activities the Wheelchair supported. This report helps ensure the impact of the scholarship and aids in future program planning. Content may be posted on the 2LIV4 website and on social media.

- b. Non-Transferable:** The wheelchair is provided exclusively for the Recipient and is non-transferable to any other organization, group, or individual without prior written approval from 2LIV4.

6. GRANT OF LICENSE. Recipient hereby grants to 2LIV4 a perpetual, irrevocable, worldwide, non-exclusive, fully transferrable (with the right to sublicense), fully paid-up right and license (i) to use of Recipient's name and image on 2LIV4 media (social media, advertising or for other lawful purposes) (ii) to reproduce, prepare derivative work, distribute, perform publically, and display publically the Recipient's Content for any lawful purpose; and (iii) to all of Recipient's right in the Content, including the right to sublicense the Content and to use the Content in any advertising or for other lawful purpose. Recipient understands that 2LIV4 or its designees or sublicensees may use the Content for advertising and other purposes and, upon such use, Recipient is not entitled to any compensation.

a. Representations and Warranties. Recipient represents and warrants to 2LIV4 that (i) the Recipient's Content does not violate the rights of any third party, including any rights in copyright, trademark, patent, trade secret, publicity, or likeness, and (ii) the Recipient's Content does not disparage, denigrate, defame, libel, slander or cast false lights on 2LIV4 or any third person.

b. Indemnification. Recipient will defend, indemnify, and hold harmless 2LIV4 against any and all claims, liabilities, settlements, expenses, and related attorneys' fees and costs incurred or suffered by 2LIV4 arising out of or resulting from (i) any claim of a third party arising from the infringement or violation of a third party's rights in the Recipient's Content or (ii) any claim of a third party that the Recipient's Content is defamatory, libelous, slanderous, or casts a false light.

7. GENERAL CONDITIONS.

a. Publicity Release. By accepting the Wheelchair, the Recipient grants 2LIV4 and each of their designees and sublicensees the right to use the Recipient's name, biographical information, testimonial, photo and/or likeness, voice, Wheelchair information, personal exposition, and/or any other information provided by the Recipient in connection with this Agreement for advertising, publicity, promotional, and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification, or permission, except where prohibited by law.

8. LIMITATION OF LIABILITY.

a. Release. Recipient agrees for itself, its employees, agents and assigns (i) to release, defend, indemnify, and hold harmless 2LIV4 from any and all costs, injuries, losses, or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to this Agreement or related activity, including submission of content, or from your acceptance, receipt, possession, redemption and/or use or misuse of the Wheelchair; (ii) that 2LIV4 has neither made nor are in any manner responsible or liable for any representation or guarantee, express or implied, in fact or in

law, with respect to the Wheelchair including, without limitation, the Wheelchair's quality or fitness for a particular purpose; (iii) to comply with all 2LIV4's policies, terms, and conditions relating to the use of 2LIV4's respective websites; and (iv) to be bound by this Agreement and to waive any right to claim any ambiguity or error therein or in the Agreement itself. Failure to comply with these conditions may result in termination of this Agreement at 2LIV4's sole discretion. This release, defense, indemnification, and hold harmless obligation shall survive any expiration or termination of the Agreement.

b. Limitation of Liability. 2LIV4'S LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF (I) \$100.00 WITH RESPECT TO THE RECIPIENT, AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 2LIV4 SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, OR FOR ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. THE RECIPIENT IS NOT ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.

c. Binding Arbitration. Any claim, dispute, or controversy arising under or related to this Agreement or these Official Rules shall be resolved first by means of direct discussions with 2LIV4. If not resolved pursuant to such discussions, any claim, dispute, or controversy shall then be resolved by final and binding arbitration administered by Judicial Arbitrator Group, Inc. ("JAG"), in accordance with the AAA Commercial Arbitration Rules or other rules agreed to by the parties. All proceedings brought pursuant to this Agreement will be conducted in the County of Denver, State of Colorado. Any claim, dispute, or controversy arising out of or related to this Agreement must be submitted to JAG within three months from the last day of the Agreement; otherwise, such claim is permanently barred.

d. Litigation.

i. WAIVER OF JURY TRIAL. IF THE BINDING ARBITRATION PROVISION ABOVE IS DETERMINED TO BE NULL AND VOID OR IF ANY CLAIM OR CONTROVERSY MUST BE LITIGATED FOR ANY REASON, ENTRANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

ii. Venue. If the Recipient or 2LIV4 is entitled to bring any claim, dispute, or controversy in court, any such action shall only be brought in a state or federal court located in Denver, Colorado. The Recipient hereby submits to the jurisdiction and venue of such courts and waives any objection to which the Recipient otherwise might be entitled regarding such jurisdiction or venue.

e. CLASS ACTION WAIVER. ANY ARBITRATION, ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE IN THE RECIPIENT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF

OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NO RECIPIENT SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, OR IN ANY PROCEEDING IN WHICH A RECIPIENT OR 2LIV4 ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. THE ARBITER OR JUDGE MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED WITHOUT THE WRITTEN CONSENT OF EACH RECIPIENT, 2LIV4, AND ALL PARTIES TO ANY SUCH PROCEEDING.

9. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement, or the rights and obligations of the Recipient and 2LIV4 in connection with this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws rules thereof.

10. SEVERABILITY. If any provision(s) of this Agreement are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. 2LIV4 may, in its discretion, replace the invalidated or unenforceable provisions with valid and enforceable provisions that, in 2LIV4's discretion, fulfill the intent of the Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties hereto and supersedes all prior representations, understandings, undertakings, or Agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. This Agreement may not be altered, modified, or amended.

Agreed to and accepted this _____, day of February, 2025, by Pamela S. Kalstrom, as President of 2LIV4.

Agreed to and accepted this _____, day of February, 2025, by _____, as _____ of City of Reno.