

# Champion Agreement

## PRIORITY HEALTH CHAMPIONS AGREEMENT

This AGREEMENT ("Agreement") is made effective as of January 1, 2020 ("Effective Date") by and between Priority Health, a Michigan non profit corporation, located at 1231 East Beltline NE, Grand Rapids MI, 49546 ("Priority Health"), and **[Name as entered below]**, located at **[Address as entered below]** ("Champion"). For purposes of this Agreement "Champion" shall refer to the Champion's guardian, as well as the minor participant ("Participant"), if Participant is under 18 years of age.

WHEREAS, Champion desires to inspire others to improve their health; and.

WHEREAS, Priority Health desires to promote Champion;

NOW THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be bound, the parties hereby agree as follows:

### 1. CHAMPION's Duties.

(a) Champion will, at its own expense, promote his or her exercise and wellness efforts via social media branded by Priority Health. Priority Health reserves the right to delete content should it conflict with brand guidelines.

(b) As often as practical, a Champion shall wear Priority Health logoed items when he or she attends races or health and wellness events.

(c) Champion will not take any action that would jeopardize the financial, legal or moral integrity or adversely impact upon Priority Health's standing and reputation in the community.

(d) When wearing Priority Health apparel or representing Priority Health:

i. Champion shall present him(her)self in a clean and neat manner (where practicable).

ii. Champion shall at all times conduct him(her)selves to the public in a courteous, sportsmanlike manner to enhance the image of Priority Health.

iii. Champion agrees not to do or omit to anything which is prejudicial to the good image of Priority Health as reasonably determined by Priority Health, including but not limited to smoking or excessive drinking in public or while wearing Priority Health's logo.

2. Priority Health Duties. Priority Health agrees that it will pay Champion in consideration for Champion's proper performance of all of its obligations hereunder the following:

Priority Health exercise apparel earned as rewards for completing activities throughout the year

Reimbursement of race registration fees up to \$50 total

3. Term. The term of this Agreement shall be for one (1) year commencing as of the Effective Date unless terminated earlier or renewed in accordance herewith. Either party shall have the right to terminate this Agreement for convenience upon at least thirty (30) days' prior written notice to the other party.

4. Consent and Release. Champion consents that Priority Health may use his(her) narrative and/or story ("Narrative"). Champion agrees and consents to allow Priority Health to use, amend, transfer, display, publish, broadcast, reproduce and/or distribute publicly or otherwise use any such personal Narrative for any purpose whatsoever, including but not limited to, promotional or commercial purposes, in any medium, as determined in the sole discretion of the Priority Health. Champion hereby agrees and consents to the use of his(her) name and/or any other identifying information, in connection with any use, distribution or publication of any such Narrative.

Priority Health may, at its sole discretion, make any changes in, addition to, or deletions from any such "Narrative" in their use thereof. Such alterations include, but are not limited to cuts, edits, additions, deletions, changes, rearrangements or adaptations of the Narrative to different formats, and such other changes, additions and deletions as deemed necessary by the Priority Health to make the Narrative viable for such use contemplated thereof. With reference to the alterations referred to above, Champion waives any and all claims Champion may now or hereafter have to the rights of integrity, disclosure and withdrawal, and any other rights that may be known as relate in any way to such Narrative.

Notwithstanding anything in this Agreement to the contrary, Priority Health shall have no obligation to use, display, publish, broadcast, reproduce or otherwise distribute my Narrative.

Champion understands that once audio or visual material is released pursuant to this authorization, Priority Health cannot prevent the redisclosure of that material. Champion releases Priority Health from any and all liability arising directly or indirectly from disclosure permitted by this authorization and/or any redisclosure of that material.

Champion releases Priority Health, its employees and affiliated individuals from any and all liability, claims, demands and causes of action of whatsoever nature, including but not limited to claims of negligence against Priority Health from or in any way related to the release of Champion's image and/or Narrative.

5. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its Affiliates with respect to all liability, loss, damage, claims, actions, and expenses (including attorneys' fees) based upon or arising out of (a) property damage or personal injury, including death, directly caused by or sustained in connection with the Indemnifying Party's performance of the Services or any activities of the Indemnifying Party in connection therewith; (b) any failure by the Indemnifying Party to perform its obligations under this Agreement; or (c) any breach of any warranty or representation made by Indemnifying Party in this Agreement.

6. Intellectual Property. Priority Health may, from time to time, grant to Champion the right to use trademarks, trade names, service marks, logos, artwork, designs, copy or other intellectual property owned by Priority Health ("Priority Health Intellectual Property"). Champion shall have no interest in or right to the use of such Priority Health Intellectual Property, except for any limited right of usage which Priority Health may grant in writing pursuant to this Agreement. All right, title, and interest in and to the

Priority Health Intellectual Property is and shall remain the sole and exclusive property of Priority Health; and Champion shall not acquire any rights therein by reason of this Agreement.

7. Independence. The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent or employee of the other party hereto. Specifically, Champion shall have no express or implied authority to act for or on behalf of Priority Health.

8. Governing Law; Jurisdiction. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of Michigan. Any action or proceeding commenced by either party in connection with this Agreement shall be commenced exclusively in the state or federal courts situated in Kent County, Michigan.

9. Headings. The headings herein used are for convenience purposes only and shall not be used to construe the meaning of this Agreement in any respect.

10. Entire Agreement. This Agreement, together with the Exhibits hereto and any extensions or renewals hereof, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought. Ambiguities herein shall not be construed against the drafter hereof.

11. Notices. Whenever notice is to be served hereunder, service shall be made personally or by registered or certified mail, return receipt requested, postage prepaid to the address listed above. Notice shall be effective only upon receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office, by method described above. All notices shall be sent to the addresses described below:

Your Name (required)

Champion Kid(s)

Your Street Address (required)

Initials as signature (required)

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