

## **One Mission, Inc. - 2024 Buzz Off and Fundraiser Terms of Participation**

Eligibility to Participate. No person under the age of 18 may participate in a Buzz Off without parental or guardian consent. By registering to participate in a Buzz Off, I represent and warrant that (i) if I am registering myself to participate, I am at least 18 years of age, and (ii) if I am registering a child under the age of 18, I am the parent or guardian of the child ("Participating Child") and have authority to consent to the Participating Child's participation and to the use by One Mission, Inc. ("One Mission") of the Participating Child's image in video content, as contemplated herein, and I hereby consent to such participation and use. If I am using a Zoom or similar video account (such account, a "Zoom Account") to participate in a Buzz Off, I hereby represent and warrant that (a) I am using my own Zoom Account to participate in the Buzz Off, (b) if I allow the Participating Child to use my Zoom Account to participate in a Buzz Off, I will supervise such use, and (c) at all times I will comply with Terms of Service associated with such Zoom Account.

Fundraising Agreement. I hereby acknowledge and agree that all donations are non-refundable and that the registration fee of \$35 is also non-refundable. I also hereby acknowledge and agree that if I and/or my Participating Child sign up to participate in the Buzz Off at Gillette Stadium on May 5, 2024, I am responsible for collecting the fundraising minimum of \$350 (\$200 for participants 14 years of age and younger) for the benefit of One Mission (the "Fundraising Minimum"), and that I am personally responsible for the difference if I fail to collect the required Fundraising Minimum. The Fundraising Minimum does not include the registration fee. I have been advised that the deadline for receipt of the Fundraising Minimum is 11:59pm EDT on August 31, 2024, and any balance due at that time will be charged to the credit card required to be submitted during registration.

Participant Liability Agreement. I understand that having my head or the head of my Participating Child shaved may expose us to risks, including, but not limited to, nicks and cuts, and as a result, possible infection. Moreover, I hereby agree that it is my responsibility to dress appropriately and protect my shaved head and my Participating Child's shaved head from the sun. In consideration of being registered as an entrant and allowed to participate in a Buzz Off or other fundraising event, I hereby, for myself and my Participating Child (and our respective heirs, executors and administrators), release, discharge and agree to hold harmless One Mission and all sponsoring businesses and organizations, and the respective employees, directors, trustees, officers, agents, volunteers, independent contractors, and officials of such persons and entities (collectively, the "Releasees") from all claims, damages and rights of action, present and future, that may arise out of, or be incident to, the Buzz Off and/or any other fundraising event.

Event Host Liability Agreement. I understand that One Mission does not endorse or support any events that include: alcohol; aircraft; motorized vehicles; fireworks; firearms; contact sports; any other inherently dangerous activities that may cause injury to its participants; or any activities, communications or publications that are illicit or illegal in nature, and I hereby agree that I shall not conduct an event in One Mission's name in which such activities take place or such communications or publications are a part. If I conduct, or if my Participating Child conducts, a

fundraising event on behalf of One Mission, I acknowledge and agree that One Mission has no management or other responsibilities for such event, and, therefore, is not responsible or liable to anyone for bodily injury, personal injury, advertising injury, property damage, economic damage and/or reputational damage that may occur as a result of a fundraising event and/or activities associated with or incidental to such event (such injury or damages, including claims for or relating to such injury or damages, "Losses"). By sponsoring, holding and/or managing a fundraiser to benefit One Mission, I accept, on behalf of myself and my Participating Child, all responsibility and liability for all claims of Losses and hereby agree to defend, indemnify, and hold Releasees harmless from and against all claims and Losses.

Event Host Guidelines. I hereby agree to adhere to, and agree that my Participating Child will adhere to, all of the following guidelines if hosting a fundraising event on behalf of One Mission: (i) the event will represent One Mission and the Buzz Off in only a positive light; (ii) all online fundraising associated with such event shall be done through the buzzforkids.org website; (iii) One Mission and Buzz Off logos shall not be used unless approved by One Mission in writing and in advance of such event; (iv) funds raised from the event shall be submitted by me to One Mission within forty-five (45) days of the event date; and (v) raffles are NOT PERMITTED, however, the event host may conduct an opportunity drawing (a.k.a. sweepstakes) if the proper regulations are followed, and the responsibility for complying with all such regulations shall be mine. I also hereby agree that I will familiarize myself with, and that I and my Participating Child will follow, all protocols set by the CDC and state and federal government related to COVID-19 and other infectious diseases, and that I am responsible for taking all reasonable precautions to ensure that any event I run or that my Participating Child runs, or in which I or my Participating Child participates, adheres to such safety guidelines and protocols.

Photography, Videography, and Media. I hereby consent to One Mission's use of my name, pictures and/or video images, and the name, pictures and/or video images of my Participating Child, in any broadcast, photography, print publication, web, video or other accounts of One Mission, for promotional and all other purposes, in perpetuity, globally, for all media distribution channels both present and future. I also consent to recording, live streaming and/or rebroadcasting of any One Mission Buzz Off or fundraising event, and the use of my name, picture, and/or video images and the name, picture and/or video images of my Participating Child in such recording, live streaming and/or rebroadcasting.

My Submitted Content. I and/or my Participating Child may make available to One Mission photographs, videos, comments, text, images, and other information ("User Content"). By making User Content available to One Mission, I grant One Mission the right to use, copy, reformat, index, modify, display, and distribute the User Content for all purposes, including use of User Content on One Mission's website and to live stream User Content through social media for promotional and all other purposes. No compensation will be required from One Mission for its use of User Content.

Rights/Permissions and Additional User Content Requirements. In submitting or making available User Content, I represent and warrant that (i) I have sufficient authority and rights to

post such User Content, and provide the use rights granted above and that the User Content will not infringe upon, violate or otherwise conflict with any third party rights; (ii) by submitting or making User Content available to One Mission I have not breached and will not be in breach of any agreement or obligation to any third party; (iii) User Content that I post or submit will be in compliance with all applicable laws; and (iv) and that either (a) no consent by the persons depicted in the User Content is required in order for One Mission to use such User Content in any of the ways described herein, or (b) each person depicted in images, videos or identified in text in User Content (if any), has provided consent ("Photo Subject Consent") for One Mission to use the User Content as set forth in these Terms.

I will obtain the Photo Subject Consent because (A) as the creator of the User Content, I am better able to identify the subjects in User Content I make available, and whether Photo Subject Consent is necessary, and to obtain the requisite Photo Subject Consent; and (B) other reasons, including without limitation, that the volume of content hosted by One Mission make it more feasible for me, as a participant, to obtain any requisite Photo Subject Consents.

Without limiting any of my other obligations herein:

- Photographs and videos in my User Content shall not include any individuals from whom I have not obtained Photo Subject Consent.
- Photographs and videos in my User Content shall not display any trademarks or copyrights (or otherwise violate the intellectual property rights) owned by third parties unless I have the prior written consent of the owner of such rights.

Photo Subject Take Down Requests. I acknowledge and agree that One Mission does not endorse any User Content submitted by any person, and One Mission expressly disclaims any and all liability in connection with User Content. Third parties who believe they are harmed by User Content uploaded or posted on the One Mission website, Facebook page or other social media account ("Photo Subject Requesters") may contact One Mission and request that the particular User Content be taken down ("Take Down Request"). Take Down Requests must include enough information about the particular User Content in question for One Mission to identify the User Content, including (i) the URL(s) at which the User Content is posted, (ii) the name of the person who posted/provided the User Content (if available), and (iii) the name/title of the User Content, if any. I understand that One Mission may or may not, in its sole discretion, respond to or take action with respect to any Take Down Request.

Communication Policy. By registering for a Buzz Off, I hereby acknowledge and agree that One Mission may use my information, including my e-mail address, to send information, updates, promotional activities, and other communications in connection with the Event or otherwise. I may at any time opt-out of receiving promotional communications by following the unsubscribe instructions that appear in these e-mail communications, or by contacting One Mission directly at [info@onemission.org](mailto:info@onemission.org) to opt-out of direct marketing. I understand that I may not be able to opt-out of receiving certain service or transactional messages from One Mission, including,

without limitation, legal notices and communications pertaining to my registration or participation in the Event.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL ANY RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO MY PARTICIPATION OR HOSTING AND/OR MY PARTICIPATING CHILD'S PARTICIPATION IN OR HOSTING OF A BUZZ OFF OR OTHER FUNDRAISING EVENT OR THE INCLUSION OF ME OR MY PARTICIPATING CHILD OR ANY USER CONTENT THAT INCLUDES ME OR MY PARTICIPATING CHILD IN ANY MATERIALS THAT RELATE TO SUCH EVENTS.

Indemnity. I hereby agree to defend, indemnify, and hold the Releasees harmless from and against any liability, including reasonable attorneys' fees, arising from any claim or breach by me of my obligations or my Participating Child's obligations to One Mission. In the event that any third party asserts any claim relating to User Content made available by me or my Participating Child, including, but not limited to violation of privacy, infringement, use of a third party's image without consent or any other claims of damage by a third party (each a "Third Party Claim"), I hereby agree to defend, indemnify, and hold the Releasees harmless from all costs and expenses (including reasonable attorneys' fees) arising from such Third Party Claim. One Mission shall have the option to undertake and conduct the defense of any such Third Party Claim, if I am not diligently prosecuting such defense to the satisfaction of One Mission in its sole discretion.

I acknowledge and agree that One Mission has the right to unilaterally amend and/or supplement these Terms of Participation at any time and to post such amendments on the One Mission website, and that I shall be responsible for checking for such amendments and shall be bound by them as fully as if there were set forth herein.

I acknowledge and agree that One Mission is acting in material reliance on my agreement to the terms set forth herein and would not have permitted me and/or my Participating Child to participate in any One Mission fundraising event unless I agree to and remain in full compliance with such terms.

I accept the 2024 Buzz Off and Fundraiser Terms of Participation, or am expressly authorized to accept the 2024 Buzz Off and Fundraiser Terms of Participation on behalf of myself and on behalf of the person I am registering, as applicable (in the case of a parent/legal guardian registering on behalf of a minor).