

OUTRIDE

RIDING FOR FOCUS: PROGRAM AGREEMENT

This Program Agreement (this “**Agreement**”) is effective as of _____, 2022 (“**Effective Date**”), between Outride, a California nonprofit charitable organization (“**Outride**”) and _____ (“**Organization**”):

1. Purpose. Pursuant to this Agreement Outride, Organization, and consultants hired by Outride (which may be a private or public institution) will work jointly on a cycling education program. The Riding for Focus program intends to measure and evaluate the outcomes of the program on student cycling behavior, health, and well-being in students grades 6-8 (the “**Program**”). In support of the Program, Outride will grant a certain number of bicycles and helmets to Organization for use by certain students of Organization or another institution associated with Organization, in each case, in accordance with the terms and conditions of this Agreement.
2. Term; Termination.
 - a. The duration of the Program shall be for a minimum of three (3) years. The initial term of this Agreement shall begin on the Effective Date and, if Organization is (i) an academic institution, terminate on the last day of the third (3rd) full school year following the Effective Date, or (ii) not an academic institution, terminate on the third (3rd) anniversary of the Effective Date (the “**Initial Term**”). Upon written agreement between Outride and Organization, the Initial Term may be extended for an additional specified period (the “**Extension Term**”, collectively with the Initial Term, the “**Term**”). Such Extension Term, unless otherwise agreed in writing, shall be on the same terms and conditions as the Initial Term, as provided in this Agreement.
 - b. Either party may terminate this Agreement at any time, for any or no reason, upon ninety (90) days’ prior written notice to the other party.
 - c. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party that is not cured within thirty (30) days following receipt of written notice of such default by the non-breaching party.
 - d. Outride may terminate this Agreement immediately, with or without notice, in the event of the bankruptcy, insolvency, attachment of assets of, the appointment of a receiver for, or any assignment for the benefit of creditors by Organization.
3. Effect of Termination.
 - a. If this Agreement is terminated by (i) Organization pursuant to Section 2(b), (ii) either party pursuant to Section 2(c), or (iii) Outride pursuant to Section 2(d), then, in each case, Organization shall immediately return all Outride Products (as defined below) provided by Outride hereunder. If any of the Outride Products to be returned to Outride pursuant to this Section 3(a) are lost, damaged (beyond normal wear and tear, as determined by Outride in its sole and absolute discretion), or stolen, Organization shall reimburse Outride for the costs associated with replacing

such Outride Products.

- b. If this Agreement is terminated by Outride pursuant to Section 2(b) or if Organization completes the Program and this Agreement expires by its terms, Organization may keep all Outride Products provided by Outride hereunder.

4. Outride Products.

- a. Outride agrees to grant to Organization the bicycles and helmets set forth on **Exhibit A** attached hereto (the “**Outride Products**”) for use by certain students of Organization or another institution associated with Organization for the students’ participation in the Program during the Term. The grant of the Outride Products to Organization is subject to the terms and conditions of this Agreement, including with respect to the return of the Outride Products described in Section 3(a). Unless expressly authorized by Outride in writing, Organization shall not sell, dispose of or otherwise transfer to any other party any Outride Products during the Term.
- b. Organization acknowledges and agrees that it is responsible for the safe and secure storage of all Outride Products during the Term, and Organization understands that Outride will not replace lost, damaged, or stolen Outride Products.
- c. Organization is responsible for coordinating with a local bike shop of its choosing to build the bicycles granted hereunder. Organization is also responsible for any costs for the bike build unless otherwise noted by Outride. Organization is not required to seek assistance from a Specialized-owned or authorized bike shop. Outride will use reasonable efforts to support the coordination of the bike build through a local Specialized authorized bike shop or certified bicycle mechanic; provided, that Organization shall remain the ultimate party responsible for establishing a relationship with its local bike shop to solicit help for and complete the bike build. Failure by Organization to have the bicycles granted hereunder fully built in the first six (6) months following delivery thereof will constitute a material breach of this Agreement.
- d. Organization is responsible for arranging pick-up and/or delivery of the bicycles granted hereunder to Organization or to any location at which the bicycles are used by students under the supervision of the Champions (as defined below). Organization is responsible for all costs associated with ongoing maintenance of the bicycles granted hereunder and the other Outride Products, including, without limitation, replacement parts. Outride recommends that Organization budgets at least \$50.00 per year per bicycle for routine maintenance and upkeep.

5. Program Champions.

- a. Outride will pay the cost for two (2) staff members from Organization (each, a “**Champion**”) to attend a full-day, virtual Champion training (the “**Champion Training**”), who shall initially be the individuals set forth on **Exhibit B** attached hereto. Each Champion must be 18 years of age or older.
- b. Champions are required to complete the Champion Training in full.

Organization shall bear the costs of training additional Champions. Failure by Organization to have (i) two (2) of its staff members attend the Champion Training within six (6) months of the Effective Date, and (ii) at least two (2) Champions in the Program thereafter for the remainder of the Term, shall be deemed to be a material breach of this Agreement.

- c. If Organization experiences staff turnover or one or more of Champions withdraws from the Program at any point during the Term, in each case, resulting in Organization having less than two (2) Champions, Organization shall promptly enroll a number of its staff members in the Champion Training, at its sole cost, such that at least two (2) Champions are participating in the Program. **Exhibit B** shall be updated to reflect additional Champions added to the Program after the Effective Date. Champions may not “train” each other in Champion Training and are required to attend the Champion Training in accordance with the terms of this Agreement before participating in the Program. Organization shall promptly notify Outride in the event of any staff turnover or withdrawal of its Champions.
 - d. Each Champion shall check in with Outride on a quarterly basis during the Term for no more than one (1) hour to provide Outride with an update regarding the status of the Program, including the number of active Champions, participation by students, conditions of the Outride Products and any other information reasonably requested by Outride.
 - e. Each Champion shall, upon reasonable request by Outride, participate in any surveys or other program evaluation efforts administered by Outride during the Term in connection with the Program.
6. Year End Report; Program Curriculum Assessments.
- a. Organization shall provide a summary of the administration of the Program at the end of each full school year during the Term which shall include, among other things, detail regarding the number of active Champions, participation by students, conditions of the Outride Products and any other information reasonably requested by Outride.
 - b. Organization will participate in pre- and post-Program assessments provided by Outride to include proof of curriculum fidelity and implementation.
7. Program Administration. The following are guidelines on the performance of the Program by Organization and may change by mutual agreement of the parties from time to time:
- a. The individual executing this Agreement on behalf of Organization represents and warrants to Outride that he, she or they are an administrator or similar senior-level staff member of Organization and has the authority to bind Organization hereunder and to administer the Program.
 - b. Organization will appoint at least two (2) Champions who will lead the Program on behalf of Organization, participate in the Champion Training, act as the primary point of contact to Outride and provide quarterly updates to Outride regarding Program results in accordance with Section 5(d).

- c. Organization represents and warrants to Outride that it has the ability to safely and securely store the Outride Products, and acknowledges that Outride will not replace any lost, stolen, or damaged Outride Products.
 - d. The flexible Program curriculum is a default twelve (14) week program. Organization commits to administering the Program for a minimum of three (3) days per week for at least a six (6) to eight (8) week period in each full school year during the Term. If Organization's implementation of the Program varies, Organization will promptly notify Outride of such changes.
 - e. Organization commits to running the Program for a minimum of three (3) years during the Term.
 - f. Organization acknowledges and agrees that the Program, including the use of the bicycles granted to Organization hereunder by its students, shall at all times be administered under the supervision of the Champions, whether on or off Organization's premises.
 - g. Organization will ensure that each parent of a student who participates in the Program has or will receive and sign all documents necessary for such student's participation in the Program, including but not limited to the Outride Waiver and Release of Liability, Media, and Assessment, attached hereto as **Exhibit C** (the "**Participation Documents**"), and Organization will provide all signed copies of the Participation Documents to Outride upon Outride's request.
8. Marketing. Organization permits Outride to mention and use Organization's name in Outride's public reports and marketing materials. Organization also grants its likeness and its personnel's likeness for use in photos, filming and other media for internal reports related to the Program and in Outride's public marketing materials.
9. No Relationship. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between Outride and Organization. Neither Outride nor Organization shall be liable for any act of the other. Organization will have no authority to bind Outride to any agreement or understanding.
10. Confidentiality. The terms of this Agreement are confidential and are not to be disclosed to any non-parties to this Agreement; provided, however, that Organization may disclose information as necessary to accountants or advisers to comply with federal, state, or local law. In the event of any disclosure by Organization pursuant to this Section 10, Organization shall provide Outride with prior written notice of such disclosure and cooperate with Outride to seek confidential protection of such information. This Section 10 shall survive the termination of this Agreement.
11. Limitation of Liability; Release. PARTICIPANT HEREBY WAIVES, RELEASES, DISCHARGES AND RELINQUISHES ALL RIGHTS AND CLAIMS, WHETHER KNOWN OR UNKNOWN, AGAINST OUTRIDE AND SPECIALIZED BICYCLE COMPONENTS, INC. AND THEIR RESPECTIVE RETAILERS, VENDORS, SUPPLIERS, SPONSORS, INSURERS OFFICERS, EMPLOYEES, BOARD MEMBERS, EQUITYHOLDERS, AFFILIATES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**") RELATED TO THIS AGREEMENT, THE PROGRAM AND THE OUTRIDE PRODUCTS, INCLUDING,

WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OCCURRING TO ANY PARTICIPANT STAFF MEMBER, PARENT OR STUDENT WHO USES THE OUTRIDE PRODUCTS. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, CLAIM, PERSONAL INJURY, DEATH OR OTHER LOSS TO PARTICIPANT OR ANY INDIVIDUAL, AS APPLICABLE, SUSTAINED IN CONNECTION WITH THE USE OF THE OUTRIDE PRODUCTS OR PARTICIPATION IN THE PROGRAM. PARTICIPANT AND ITS EMPLOYEES AND STUDENTS ASSUME THE RISK OF USING THE OUTRIDE PRODUCTS AND PARTICIPATING IN THE PROGRAM.

12. Indemnification. To the fullest extent permitted by applicable law, Organization agrees to indemnify and hold harmless the Released Parties from and against any and all claims, costs, proceedings, demands, losses, damage or injury to persons or property, defense costs (including, without limitation, reasonable attorney's fees and costs) of any kind or nature arising from its participation in the Program, the use of the Outride Products by any person or its breach of this Agreement.
13. Notice. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given: (a) when delivered in person; (b) when delivered as posting in the United States mail having been sent registered or certified mail return receipt requested, (c) when delivered by FedEx or other nationally recognized overnight courier service; or (d) when emailed during normal business hours (and if emailed outside of normal business hours as of the immediately following business day), addressed as follows:

If to Outride:

15130 Concord Circle Morgan Hill,
California 95037 Attn: Lauren Freeman
Email: lauren@outridebike.org

If to Organization/School Principal:

Attn Name:
Email:
Phone:

14. No Assignment. This Agreement is not assignable by Organization, and any such assignment is void.
15. Dispute Resolution. Outride and Organization agree to waive any rights they have to trial by jury and submit any disputes arising hereunder to binding arbitration in accordance with California law. Any award shall follow the California rules of Evidence and California Code of Civil Procedure. Organization hereby submits to in-person jurisdiction in California and agrees that venue for any arbitration shall be in Santa Clara, California. Outride and Organization agree that any award of the arbitrator shall be final and may be entered as a judgment in any court with appropriate jurisdiction.

16. Survival. All provisions of this Agreement that by their nature should survive expiration or termination of this Agreement, shall survive. Even after the end of the Term or any termination, Organization agrees in any public statements to position Outride in a positive, favorable light.
17. Entire Agreement. This Agreement constitutes the entire agreement between Outride and Organization with respect to the subject matter hereof and supersedes any other agreements, whether written or oral, relating to the subject matter hereof.
18. Modifications. Any modifications shall be in writing, signed by an authorized representative of both Outride and Organization.
19. Waiver. Further, no waiver of any breach shall be construed as a waiver of that provision or a waiver of any subsequent breach of that provision.
20. Signatures; Counterparts. This Agreement will be enforceable and binding if executed electronically, either by electronic signature or by execution in writing and exchanged by scan/pdf and email. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement. This Agreement will not be effective until executed by Outride.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

OUTRIDE

By: _____
Name:
Title:

ADMINISTRATOR

By: _____
Name:
Title:

EXHIBIT A
OUTRIDE PRODUCTS

Bicycles granted under the Agreement:

| | |
|--------------------------|---------------|
| Model: | |
| Size | Number |
| Large (L) | |
| Medium (M) | |
| Small (S) | |
| Extra Small (XS) | |
| Extra, Extra Small (XXS) | |

Helmets granted under the Agreement:

| |
|----------------|
| Model: |
| Number: |

Aggregate value of the Outride Products granted under the Agreement: \$ _____

EXHIBIT B

CHAMPIONS

| Champion 1 | |
|------------------------------|--|
| Name | |
| Title | |
| Phone Number | |
| Email Address | |
| Champion 2 | |
| Name | |
| Title | |
| Phone Number | |
| Email Address | |
| Champion 3 (Optional) | |
| Name | |
| Title | |
| Phone Number | |
| Email Address | |
| Champion 4 (Optional) | |
| Name | |
| Title | |
| Phone Number | |
| Email Address | |
| Champion 5 (Optional) | |
| Name | |
| Title | |
| Phone Number | |
| Email Address | |

EXHIBIT C

OUTRIDE WAIVER AND RELEASE OF LIABILITY, MEDIA, AND ASSESSMENT

Outride is a 501c3 non-profit organization dedicated to improving the lives of youth through cycling. Riding for Focus uses cycling as a tool to promote physical, emotional, and social wellbeing in youth. The program is designed to provide middle schools with everything they need to get their 6-8th grade students cycling such as bikes, helmets, curriculum, and teacher training. Teacher training is to certify teachers on how to safely implement Riding for Focus curriculum and how to safely use the equipment.

I acknowledge and agree: (please initial next to each line and sign below)

Participation:

_____ That I agree to my child's (named below) participation in the Riding for Focus Cycling Program;

_____ That I am the parent or legal guardian of the child named below;

_____ That my child will wear all appropriate safety equipment at all times, including a bicycle helmet (provided by the school);

_____ That bicycling is inherently dangerous, presenting a great number of risks such as the risk of falling, colliding with other riders, encountering hidden obstacles or varying terrain, or the risk of injury from any failure of the bicycle or any of its components;

_____ That I freely and expressly accept all the risks associated with my child's participation in the Riding for Focus Cycling Program, including the risks of injury or death;

_____ That the Riding For Focus Cycling Program is not administered by Outride and that Outride is in no way responsible for ensuring the proper maintenance of the bicycles and other equipment used in the Riding For Focus Cycling Program and/or the safety of my child; and

_____ I hereby release Outride and its affiliates, directors, officers, agents, shareholders, and employees from all claims of every kind on account of such use.

Media:

_____ On behalf of my child, I hereby consent to the photographing and/or filming and the recording of his/her voice and the use of these photographs and/or recordings singularly or in conjunction with other photographs and/or recordings for advertising, publicity, commercial or other Outride purposes. This release also includes history, biography, and quotes, where relevant to such advertising, publicity, commercial and other business purposes. I understand that the term "photograph" as used herein encompasses both still photographs and motion picture/video footage; and

_____ I understand that any photograph, sound recording, motion picture, or video taken in connection with the Riding for Focus Cycling Program is for the purpose of

collecting and/or representing factual information in the interest of Outride's mission of research, education, and public service, and for promoting youth cycling.

ON MY OWN BEHALF AND OF MY CHILD NAMED BELOW, AND ON THE BEHALF OF MY HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVES, I HEREBY FULLY AND FOREVER DISCHARGE AND RELEASE OUTRIDE, SPECIALIZED BICYCLE COMPONENTS, INC. AND THEIR AND THEIR RESPECTIVE RETAILERS, VENDORS, SUPPLIERS, SPONSORS, INSURERS OFFICERS, EMPLOYEES, BOARD MEMBERS, EQUITYHOLDERS, AFFILIATES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND ALL OTHER PERSONS OR ENTITIES FROM ANY AND ALL LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM MY CHILD'S RIDE AND/OR USE OF THE BICYCLE AND CYCLING EQUIPMENT PROVIDED BY OUTRIDE.

Student Name (Print): _____

PARENT (OR GUARDIAN)

By: _____

Name (Print): _____

Date: _____