



Agreement and Release – Ocean Heroes Network

Participant:

(Print Full Name)

Participant’s Parent/Guardian:

(Print Full Name)

This is an agreement between Participant, and, if Participant is under eighteen years of age, Participant’s Parent/ Guardian, and Young Heroes, LLC (“**Young Heroes**”).

- Young Heroes, LLC is the legal entity that hosts and manages the Ocean Heroes Network and accompanying training activities, including Ocean Heroes Basic Training (“Basic Training”) and the Ocean Heroes Bootcamp (“**the Bootcamp**”).
- Young Heroes, LLC is a fiscally-sponsored project of the Captain Planet Foundation, co-managed by the Captain Planet Foundation (“**Captain Planet**”) and Lonely Whale (“**Lonely Whale**”).
- There is no cost to participate in the Ocean Heroes Network or Bootcamps
- To participate in Ocean Heroes Network activities, this Agreement and Release must be completed and returned to Young Heroes, LLC prior to beginning Basic Training, and is valid for the duration of a participant’s active engagement with the Ocean Heroes Network. A participant will be considered inactive when they have had no engagement for 1.5 years (18 months).
- To complete this Agreement and Release, Participant – and, if Participant is under eighteen years of age, Participant’s Parent/Guardian – **MUST INDICATE THAT THEY HAVE CAREFULLY READ AND AGREE TO THE TERMS OF THIS DOCUMENT BY (A) INITIALING EVERY PAGE AND (B) SIGNING AND DATING THE LAST PAGE.**
- To return the completed Agreement and Release to Young Heroes, complete the DocuSign or email a signed copy of it to Young Heroes at hello@oceanheroes.blue.

1. CODE OF CONDUCT

The Ocean Heroes Network and Bootcamp connects young people from around the world who are passionate about ocean health, and provides them with the training, tools, and network to become effective advocates for ocean health.

With those important goals in mind, each participant is expected to treat others respectfully, act with integrity, and refrain from all forms of misconduct. Participant agrees that they may be dismissed from

the Network activities and Bootcamp if they engage in any misconduct, with Young Heroes deciding, in its sole discretion, whether Participant's conduct warrants dismissal. Participant also agrees that they will not:

- Engage in any form of harassment or bullying;
- Use words, phrases, symbols, images, or gestures that are offensive, hateful, threatening, violent, libelous, or pornographic;
- Discriminate against any other person based on that person's race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status;
- Violate any other person's privacy, including by the release of any other person's private personal information or personally identifiable information (e.g., name, image, age, address, phone number, etc.);
- Use any materials obtained from Young Heroes, or obtained as a result of Participant's participation in Ocean Heroes Network activities, for commercial or other personal financial gain;
- Engage in any activity that is illegal or fraudulent under the laws of any state or of the United States.

Participant must report any conduct that violates this Code of Conduct to Young Heroes and may do so by sending an email to hello@oceanheroes.blue.

2. ENROLLMENT & CANCELLATION

Young Heroes LLC does not discriminate against participants or allies based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status (however, we have a defined age range for participation as 8-25 years of age);

Young Heroes may, at any time and for any reason, deny Participant's application to participate in Ocean Heroes Network activities, including the Bootcamp, and/or cancel Participant's participation in these activities.

If Participant enrolls in an Ocean Heroes Bootcamp but then needs to cancel their participation, Participant must – no later than two weeks before the Bootcamp start date – send an email stating their intent to withdraw to hello@oceanheroes.blue .

Young Heroes is not responsible for any costs, and will not reimburse Participant for any costs, associated with any cancellation or withdrawal of Participant's participation in Ocean Heroes Network activities including the Bootcamp.

3. INTERNET ACCESS

To participate in virtual Ocean Heroes Network activities including Basic Training and Bootcamp, Participant must have access to the Internet and to a device that will enable the use of the various tools and applications that are used to facilitate these virtual trainings and activities.

Young Heroes is not responsible for any costs, and will not reimburse Participant for any costs associated with accessing the Internet or obtaining a device that will enable the use of the various tools and applications that are used to facilitate the Bootcamp.

4. PRIVACY & INTERNET SAFETY

The Ocean Heroes Network online activities are hosted on a secure platform with minimal personal information sharing or user-to-user communication capability

The Bootcamp is also hosted on an unpublished and password-protected website. Participant agrees that they will not share their login credentials (i.e., username and password) with anyone for any reason.

During the registration process for Ocean Heroes Network, Young Heroes, LLC will collect personal information from Participant, including Participant's name, date of birth, age, gender identity, pronouns, physical address, email address, phone number, WhatsApp number, Instagram handle, school name, clothing size, image or likeness, and the name and email address of Participant's Parent/Guardian (collectively, "Participant's Personal Information").

Participant and/or Participant's Parent/Guardian agrees that Young Heroes may collect Participant's personal information, as described above, and retain for as long as is necessary for the purposes set forth in the Young Heroes, LLC Privacy Policy and to support Participant's engagement with the Bootcamp. After five (5) years without contact between Participant and Young Heroes, Participant's information will be deleted from the Young Heroes database.

Participant's Personal Information will be used to facilitate Participant's participation in Ocean Heroes Network activities, including Bootcamp, and to provide Participant with information related to future Young Heroes' events. And except to facilitate Participant's participation in the Bootcamp, to provide Participant with information related to future Young Heroes' events, and to comply with a legal obligation, Participant's Personal Information will not be shared with, or sold to, any third parties.

To participate in the Ocean Heroes Basic Training and Bootcamp, Participant must have access to, and will be required to use, several third-party software tools or applications, including Slack, Vimeo, Zoom, Google Drive, Litterati.

Young Heroes is not responsible for, and does not control, these third-party tools or their collection and use of Participant's Personal Information. Young Heroes is not responsible for, and will not be monitoring, Participant's use of these or any other third-party tools for purposes other than those associated with the Bootcamp. PARTICIPANT OR, IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE, PARTICIPANT'S PARENT/GUARDIAN MUST SEPARATELY AGREE TO ANY TERMS AND CONDITIONS, AND ANY PRIVACY POLICY, GOVERNING PARTICIPANT'S USE OF THESE THIRD-PARTY TOOLS. IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE, PARTICIPANT'S PARENT/GUARDIAN AGREES TO, AND IS SOLELY RESPONSIBLE FOR, MONITORING PARTICIPANT'S USE OF THESE THIRD-PARTY TOOLS.

5. PROMOTIONAL MATERIAL

In exchange for allowing Participant to participate in Ocean Heroes Network activities, including the Bootcamp, Participant and/or Participant's Parent/Guardian agrees that Young Heroes and its affiliates and partners may use and publish information about Participant, including Participant's name, image, likeness, voice, and other personal characteristics, for their promotional purposes without compensating Participant or Parent/Guardian.

6. LIMITATION OF LIABILITY

IN EXCHANGE FOR ALLOWING PARTICIPANT TO PARTICIPATE IN OCEAN HEROES NETWORK ACTIVITIES, INCLUDING THE BOOTCAMP, PARTICIPANT AND/OR PARENT/GUARDIAN HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE YOUNG HEROES AND ALL OTHER PERSONS ASSOCIATED WITH THE OCEAN HEROES NETWORK ACTIVITIES, INCLUDING THE BOOTCAMP, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT PARTICIPANT AND/OR PARENT/GUARDIAN MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH PARTICIPANT'S REGISTRATION AND/ OR PARTICIPATION IN OCEAN HEROES NETWORK ACTIVITIES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. PARTICIPANT/PARENT FURTHER RELEASES YOUNG HEROES FROM ANY CLAIMS AND LIABILITIES THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE USE OF TECHNOLOGY AND/OR SOFTWARE AS DESCRIBED ABOVE.

YOUNG HEROES SHALL NOT BE LIABLE TO PARTICIPANT AND/OR PARENT/GUARDIAN FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YOUNG HEROES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING OR EXCLUDING YOUNG HEROES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. PARTICIPANT'S AND/OR PARENT/ GUARDIAN'S STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT.

7. GOVERNING LAW & JURISDICTION

This Agreement and Release shall be governed by and construed in accordance with the laws of the State of Georgia, USA, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws.

ANY CONTROVERSY OR CLAIM BETWEEN THE PARTIES TO THIS AGREEMENT AND RELEASE SHALL BE RESOLVED IN ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND THE PLACE OF ARBITRATION SHALL BE IN FULTON COUNTY, GEORGIA (OR AT ANY OTHER PLACE OR UNDER ANY OTHER FORM OF ARBITRATION MUTUALLY ACCEPTABLE TO THE PARTIES SO INVOLVED).

The arbitrator (or arbitrators) shall apply the substantive laws of the State of Georgia, USA, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator (or arbitrators), any award may include the cost of the other party's counsel if the arbitrator (or arbitrators) expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND YOUNG HEROES, LLC AND SIGN IT OF MY OWN FREE WILL.

PARTICIPANT:

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

PARTICIPANT'S PARENT/GUARDIAN (IF PARTICIPANT IS UNDER 18 YEARS OLD):

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____