lim $f(x)$

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND ARBITRATION AGREEMENT

THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE AGREEMENT IS A LEGAL DOCUMENT and is referred to herein as the "Agreement." This Agreement is entered into in connection with my child's participation in the online tutoring provided by Lim fx, Inc. (d/b/a "lim $f(x)$"), a not-for-profit corporation registered in the State of Florida.

I enter into this Agreement and participate in lim f(x)'s online tutoring program on behalf of myself, and on behalf of my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to my heirs at law and any representative(s) of my estate (collectively referred to herein as the "Releasors") and intend to bind all of such Releasors to the terms of this Agreement. I enter into this Agreement to participate in the lim f(x) online tutoring program, on behalf of myself and the Releasors, expressly for the benefit of myself and the Releasors.

VOLUNTARY CHOICE

I am fully aware that my participation in the lim f(x) online tutoring program (the "Program") is completely voluntary. I desire to participate in the lim f(x) online tutoring program and have decided to do so of my own free will and not due to any inducement or duress whatsoever. I understand that part of the consideration for being allowed to participate in the lim f(x) online tutoring program is my entering into this Agreement. I agree that lim f(x) and its directors, officers, employees, volunteers, agents, and assigns (collectively referred to herein as the "RELEASED PARTIES") are not responsible for the acts or omissions of any third party that provides services in relation to the lim f(x) online tutoring program and that I have been provided adequate opportunity to review and research the background and qualifications of such persons and entities.

AGREEMENT OF GOOD-FAITH PARTICIPATION

I acknowledge that the lim f(x) online tutoring program is solely for individuals with Limb Differences, meaning individuals with the partial or complete absence of, or malformation of, limbs (arms and legs). By signing this agreement, I am making a good-faith representation that I have a Limb Difference.

I further acknowledge and understand that lim f(x) only provides online tutoring, and that it does not provide in-person tutoring.

ASSUMPTION OF RISK

I HEREBY PERSONALLY ASSUME ALL RISKS OF EVERY KIND ARISING OUT OF OR ASSOCIATED WITH MY PARTICIPATION IN THE lim f(x) ONLINE TUTORING PROGRAM INCLUDING, WITHOUT LIMITATION, THE RISKS OF BODILY INJURY,

DEATH, AND OTHER DAMAGES to myself, my property or the property of others, whether such risks are foreseeable or unforeseeable, and whether they are caused by the negligent acts or omissions of any of the RELEASED PARTIES. I KNOW AND FULLY APPRECIATE THAT MY CHILD'S PARTICIPATION IN THE ONLINE TUTORING PROGRAM EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY OR DEATH AND I VOLUNTARILY ASSUME SUCH RISK.

RELEASE AND WAIVER OF ALL CLAIMS

For valuable consideration including, but not limited to, the opportunity to participate in the $\lim f(x)$ online tutoring program, I for myself and for the Releasors, **HEREBY EXPRESSLY RELEASE, DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST, AND WAIVE TO THE FULLEST EXTENT POSSIBLE, ALL CLAIMS AND POTENTIAL CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH, AND OTHER DAMAGES OF EVERY KIND INCLUDING DIRECT, INDIRECT, AND CONSEQUENTIAL, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING FROM NEGLIGENCE, STRICT LIABILITY OR OTHERWISE**, including, but not limited to any claims arising from the acts or omissions of any third parties, that provide services in relation to the $\lim f(x)$ online tutoring program whether such third party service providers are selected by me, the Released Parties, or any other party, which I or the Releasors may presently or at any time in the future possess against RELEASED PARTIES arising out of or in connection with the $\lim f(x)$ online tutoring program.

GOVERNING LAW AND JURISDICTION

In the unlikely event that a dispute arises between the Releasors and the Released Parties arising from or relating to the Agreement, the parties will, as soon a practicable, confer and attempt to resolve the dispute. If the parties are unable to resolve such dispute amicably, then the parties agree that such a dispute shall be finally settled by binding, confidential arbitration in Palm Beach County, Florida under the rules of the American Arbitration Association that are in force at the time such arbitration is commenced. The decision of the arbitrator(s) shall be enforceable, but not appealable, in a court of competent jurisdiction. The fees and expenses incurred in connection with such arbitration shall be borne by the party initiating the arbitration proceeding (or equally by both parties if both parties jointly initiate such a proceeding). Arbitration is an alternative to judicial resolution of disputes and is conducted by a trained neutral that will decide the dispute and issue a binding decision. With limited exceptions, there is no appeal from the decision of an arbitrator.

NOTICE: This agreement contains provisions requiring arbitration of disputes arising under this Agreement. Before you sign this agreement, you should consult with a lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. There are important rights that should not be given up without careful consideration.

This Agreement shall be governed by and interpreted under the laws of the State of Florida, without giving effect to the principles of conflicts of law of any jurisdiction.

VIDEO AND AUDIO RECORDINGS/USE OF NAME, IMAGE, LIKENESS, ETC.

I acknowledge and agree that the Released Parties will create audio and video recordings of all online tutoring sessions, and I give my permission for the Released Parties to make audio and video recordings of all tutoring sessions.

Should there be technical issues with the audio functions of the online tutoring session such that I and a lim f(x) tutor speak over the phone, I hereby give my permission for the Released Parties to record of any such telephone conversation.

I hereby grant permission to the RELEASED PARTIES to photograph, film, videotape, and record (collectively "Record") me, free of charge, as it relates to my participation in the lim $f(x)$ online tutoring program, and I acknowledge and agree that the RELEASED PARTIES and their representatives shall have the unlimited world-wide right to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all such Recordings in which I may appear on any and all media now known or hereafter devised including, without limitation, radio, television, electronic, internet websites, social media, and in any print materials in perpetuity without compensation and free of charge.

PRIVACY POLICY

I have read and I understand lim $f(x)$'s Privacy Policy, and I agree to all provisions of the Privacy Policy.

ACKNOWLEDGEMENT

I agree that my signature, below, is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement's provisions. I also acknowledge and agree that my signature and participation in the lim $f(x)$ online tutoring program constitutes my voluntary agreement to abide by the rules of the lim $f(x)$ online tutoring program, which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

_____   _____   _____

Participant Signature   Print Name   Date

MINORS: IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned parent, being the natural or legal guardian of the child named below, does hereby represent that he/she is, in fact, acting in such capacity, has fully read and understands the terms of this Agreement and the risks assumed in allowing a child to participate in the lim $f(x)$ online tutoring program, consents to and grants permission for the child's participation in the lim $f(x)$ online tutoring program, and agrees to be bound by all of the provisions of this Agreement. The

undersigned further agrees to indemnify, defend, save and hold harmless each of the RELEASED PARTIES from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the child's participation in the lim $f(x)$ online tutoring program or breach of this Agreement.

_____
Child Participant Name (Print)

_____   _____   _____
Parent Signature   Print Parent Name   Date