

PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT (“Agreement”) is entered into as of the last date of execution (“Effective Date”) by and between Voices Without Borders, a Missouri non-profit corporation (“Company”), and the individual indicated on the signature page hereto and their parent or guardian (“Participant”) (Company and Participant each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Company is a non-profit organization that compiles and publishes written works and creative artwork (the “Book”) created by children with various backgrounds, ethnicities, cultures, and countries of origin (“Company’s Purpose”); and

WHEREAS, Participant desires to participate in Company’s Purpose and submit to Company an original piece of literature or creative artwork to be published in the Book (the “Submission”).

NOW, THEREFORE, in consideration of the and mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. ELIGIBILITY

Participant must be a student between fifth (5th) and twelfth (12th) grade, as measured by the United States’ School System, to be eligible to participate and submit a Submission to Company for publication in the Book.

2. OWNERSHIP OF SUBMISSION; LICENSE

2.1 Ownership. Company acknowledges that, as between Company and Participant, all right, title, and interest, including, but not limited to, copyright, in and to the Submission belongs to and is owned by Participant. Except for the License (defined below) granted herein, nothing in this Agreement shall be construed to grant Company any rights, title, or interest in the Submission.

2.2 License. Subject to the terms and conditions of this Agreement, Participant hereby grants the Company a nonexclusive, fully paid, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, publicly perform and publicly display by all means now known or later developed, modify, and sell the Submission as part of or in connection with the Book or Company’s Purpose (the “License”).

3. PLAGIARISM AND CONTENT

Participant represents and warrants that any Submission is Participants original work and has not been copied from any other person, business, school, or organization, nor does it infringe on the intellectual property rights of any third party. Furthermore, Participant represents and warrants that the Submission will not include subject matter or material that, in Company’s sole discretion, (i) impersonates any person or entity, or falsely states or otherwise misrepresents Participant’s affiliation with any person or entity, without such person or entity’s prior written consent; (ii) is false, deceptive, misleading, scandalous, indecent

obscene, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive; or (iii) encourages conduct that could be considered a criminal offense, could give rise to criminal or civil liability, or could violate any law. Company reserves the right, in its sole discretion, to disqualify the Submission from publication in the Book if the Submission violates any of the forgoing representations or warranties contained in this Section 3.

4. NO COMPENSATION

Participant acknowledges and agrees that Participant will receive no compensation or remuneration in any form in exchange for Participant's Submission and that Company is in no way obligated to compensate Participant or share with Participant any proceeds, if any, resulting from Company's sale or dissemination of the Book.

5. COLLECTION OF INFORMATION

Company may collect various types of information from or about Participant including, without limitation, Participant's name, nationality, ethnicity, age, grade in school, and name of the school at which Participant attends or the organization that Participant is affiliated with (collectively, "Personal Information"). Participant hereby grants Company permission and a non-exclusive, royalty-free, irrevocable, worldwide license to use the Personal Information solely for the purpose of attributing credit for the Submission to Participant within the Book.

6. LIMITATION OF LIABILITY.

PARTICIPANT EXPRESSLY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, THAT ARISE FROM OR RELATE TO THE TERMS OF THIS AGREEMENT, THE SUBMISSION, OR THE BOOK. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO PARTICIPANT FOR ANY AND ALL DAMAGES, LOSSES, OR CAUSES OF ACTION RELATING OR ARISING FROM THIS AGREEMENT, THE SUBMISSION, OR THE BOOK EXCEED ONE HUNDRED AND 00/100 DOLLARS (\$100.00).

7. MISCELLANEOUS.

7.1 Indemnification. Participant hereby agrees to indemnify and hold harmless Company and its officers, directors, employees, agents, and representatives from and against any and all losses arising, in whole or in part, directly or indirectly, out of or in connection with: (i) any use or other exploitation, or lack thereof, of the Submission; (ii) any breach by Participant of any of the terms of this Agreement; or (iii) any claim that the Submission or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party.

7.2 No Inducement. The Parties hereto represent, warrant and agree that, upon executing and entering into this Agreement, they, and each of them, are not relying upon and have not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this Agreement.

7.3 Survival. Sections 2, 3, 4, 5, 6, and 7 shall survive any termination of this Agreement.

7.4 Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, without regard to the conflict of laws provisions thereof.

7.5 Venue; Forum Non-Conveniens. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal courts located in Greene County, State of Missouri. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding exclusively in Greene County, State of Missouri. Further, each Party hereby irrevocably and unconditionally waives any defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law

7.6 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the Parties, whether oral or written. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

7.7 Severability. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances, is held to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall remain in full force and effect; provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable the Parties agree to replace such illegal, invalid or unenforceable provision with a provision that is legal, valid and enforceable that achieves the original intent of the Parties as closely as possible. Further, should any provision contained in this Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all Parties hereto.

7.8 Attorneys' Fees. In any legal action or other negotiation or proceeding brought to enforce the terms of this Agreement, the Prevailing Party (as defined herein) shall be entitled to recover its reasonable attorneys' fees, and costs. The non-Prevailing Party in any legal action brought pursuant to, or arising out of, this Agreement shall pay to Prevailing Party all costs and fees incurred by such Party in such action, including, without limitation, all reasonable attorneys' fees and out-of-pocket expenses and all other reasonable costs of enforcement of the terms and conditions hereof. As used herein, the "Prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

7.9 Mutual Drafting. Should any provision of this Agreement require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it being agreed that the agents of each Party have participated in the preparation hereof, and this Agreement shall be construed as if drafted jointly by the Parties.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed as an original, but all of which together will constitute one and the same instrument for all purposes. This Agreement shall not be effective until executed by all parties hereto and shall then be effective as to all parties from and after the Effective Date. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission, including, without limitation, clickwrap or clickthrough agreement, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.11 Headings. The headings and titles used in this Agreement are meant to facilitate reference only, and not to form a part of this Agreement, and shall not in any way affect the interpretation hereof.

[Signatures on following page]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year both Parties sign this agreement and both Parties' signatures are required.

COMPANY:

Voices Without Borders
a Missouri nonprofit corporation

By: _____

_____ Date

Name: _____

Title: _____

PARTICIPANT:

By: _____

_____ Date

Name: _____

This Section to be completed by PARENT/GUARDIAN if Participant is under 18.

This section to be read and signed by parent/legal guardian if Participant is a minor: As the parent/legal guardian of the above-named Participant, I hereby acknowledge and agree, on my own behalf and on behalf of my child, to all of the terms of this Agreement.

Signature of Parent/Legal Guardian: _____

Date: _____