**Institute of Athletic Movement, LLC ("IAM")**

**Acts of Kindness Contest Rules and Regulations ("Rules")**

### The Acts of Kindness Contest ("Contest") will occur from 1/1/21 – 2/1/21. Registration will begin 1/1/21. All Acts of Kindness entries will be eligible from start date of 1/1/21and last date of receipt of entry is 1/29/21 at 12:00pm EST.

### 1st, 2nd and 3rd place winners will be announced 2/1/21. Local winners, if enough have entered will also be announced on 2/1/21.

### All announcements for contest, finalists and overall winner will be made on IAM’s website and IAM's social media pages. IAM may also highlight stories throughout Contest and share with media or on IAM’s social media and website. Sponsors may also post finalist and winner announcements.

### No copyrighted material may be used. All photographs must be in high resolution for publishing.

### Photographs and story must be "G-rated" and must adhere to CDC guidelines, comply with local, state and national laws, and not place anyone at risk.

### All applicants must allow IAM and their sponsors and volunteers to publish their story/photographs, the names of the applicant and the recipients of the applicant's act(s) of kindness ("AOK"), and defend, indemnify and hold IAM, their sponsors and volunteers harmless from and against any claims, damages, losses, or liability arising in connection with the AOK or the applicant's application.

### The following rules shall apply:

You must be 18 years of age or older to enter the Contest.

No application will be accepted until IAM receives a signed waiver from the applicant.

The AOK described in the application must have been actually performed during the Contest period.

To enter the Contest, applicants must submit the Contest registration form and send a description of the AOK in a short story (no longer than 1 page, type written), with photographs of the AOK via the registration form provided on IAM's website.

Applicants will not place themselves or others at risk in any way for the AOK Contest.

By submitting the application, applicant agrees to be contacted by IAM through email or phone call (as designated on the registration form) with contest updates. All finalists and the overall winner will be contacted in the manner they choose on the registration form.

Applications must be received no later than 12pm EST on 1/29/21 to be eligible and considered.

Register through the website at: [www.InstituteofAthleticmovement.com](http://www.InstituteofAthleticmovement.com), or submit applications by mail at Institute of Athletic Movement, LLC; 711 Signal Mountain Road # 128, Chattanooga, TN 37405-1823.

Applicant must follow all state, local and national laws and CDC safety guidelines.
https://www.cdc.gov/coronavirus/2019-ncov/your-health/need-to-know.html

**Institute of Athletic Movement, LLC ("IAM")**

**Acts of Kindness Waiver**

I, the undersigned applicant of the Acts of Kindness Contest (Contest), hereby represent and warrant that I am 18 years of age or older. I agree to abide by all Contest rules and regulations (including the Rules attached to this waiver and any amendments or new rules adopted by IAM and sent to me or posted on IAM's website during the Contest). I agree to conduct myself in a safe manner and adhere to health and safety regulations and local, state and national laws in all aspects related to my application for the contest.

I understand my performance of the Act of Kindness (AOK) and entry in the Contest shall be at my own risk, and I assume sole and complete responsibility and liability for all such risks. I understand, acknowledge and agree that IAM shall have no liability for or in connection with my AOK, or my Contest application.

I understand and agree that IAM is not responsible for any technical issues/malfunctions/failures due to equipment, emails, software, mail, computer or phone, nor any delayed transmission, or damage to my computer/phone equipment in connection with participation in the Contest.

I represent and warrant to IAM that the story and photos I submit with my application are my originals that describe my own AOK that occurred during the Contest dates listed in the Rules, and I have received authorization from all parties represented in my application and photos to use their names and photos for purposes of this Contest. I agree to grant IAM the right to use my name, likeness, image, AOK, story, photographs, video and interviews before, during or after the Contest in any and all media in perpetuity and for any and all purposes whatsoever. I grant to IAM the right to use, publish, advertise, share with media and sponsors my Contest entry, and to make non-factual, non-material edits to my application or photos before IAM's use, without my prior approval. IAM is not responsible for incorrect or inaccurate information on my application.

I, on behalf of myself, my successors, heirs and assigns, and anyone else claiming under me, hereby completely, irrevocably and unconditionally release and discharge IAM and all sponsors, and each of their officers, owners, volunteers and employees from any and all claims, liabilities (including my contracting the highly contagious coronavirus disease commonly known as COVID-19, and any damage or death resulting therefrom), damages, losses, expenses, suits, discrimination or other charges, demands, debts, liens, damages, costs, attorneys’ fees, prejudgment or other interest, grievances, injuries, actions or rights of action of any nature whatsoever now or in the future arising in any way out of or in connection with my application for the Contest. I indemnify, defend, and hold harmless IAM from any claims, cost, damages, or liability asserted by or through persons included in my application or photos submitted for the Contest.

I acknowledge that I have thoroughly read this Waiver and fully understand it and agree to be bound by it. I understand and have been advised that I should consult with an attorney. By participating in the Contest I am consenting and agreeing to abide by all of the terms herein and the Rules for the Contest, which are incorporated into this Waiver by reference (as such Rules may be amended). I acknowledge that all taxes are my responsibility (in the event I am a winner). This Waiver shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). If any term or provision of this Waiver is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision.

Participant’s Name:

Email: Date:

Phone Number: Date of Birth:

Address:

City/State/Zip:

Signature: