## SMILE (Single Moms Intentional Living Endowment) Program ANNUAL MEMBERSHIP AGREEMENT

Member Name:			
Membership Tier and Effective Dates:	Tier:	Effective Dates:	
Member Since:			

The SMILE Program is presented by The Intentional Living Collective ("Sponsor", "we", "us") and one or more of its member organizations for the benefit of SMILE program individual members, their families, and guests of the program. All individual members must sign this agreement annually, registering them as a member and agreeing to abide by the following code of conduct:

## **Self-responsibility**

The participant assumes responsibility for themselves and all of their actions at all SMILE-related activities and events. Participants will treat themselves, each other, service providers, and Sponsor staff with respect, gratitude, and fairness at all times. If at any time they become uncomfortable with something happening at any event they will first attempt to resolve the issue as a responsible, respectful adult, and if assistance is needed they will immediately contact a member of the Sponsor staff team. If that doesn't resolve the issue, then participant agrees to remove themselves from the situation and contact SMILE Program Director Hillary Carpenter at <a href="https://disable.com/Hillary@The-ILC.org">Hillary@The-ILC.org</a> or TILC Executive Director Cal Loo at <a href="https://disable.com/Callan@The-ILC.org">Callan@The-ILC.org</a> for further assistance. If for any reason one of the Directors asks a participant to leave an activity or event, participant agrees to do so immediately. If there is an emergency, participant agrees to have one of the Directors contact the "emergency contact" person listed at the bottom of this agreement and contact emergency personnel if needed.

If the participant elects to receive any form of body work or personal counseling at a SMILE event, she does so at her own discretion and at her own risk. The providers are qualified for their offering but are typically working on a volunteer basis. If anything about the service being provided makes the participant uncomfortable she should immediately ask the provider to stop and either do something different or end the session. Participant assumes responsibility for their own experience and agrees to indemnify the provider.

If the participant elects to bring one or more children to a SMILE event, she authorizes Sponsor to provide child care services limited to monitoring and entertaining the child(ren). The participant is fully responsible for the behavior of their child(ren) and to ensure that their child(ren) behave in a safe manner that is respectful of other children, participants, and Sponsors. If, in the discretion of the Sponsor or their representatives, the child(ren) are acting in an unsafe or disrespectful way and will not comply with Sponsor's requests or instructions, the Participant agrees to immediately stop what they're doing to manage their child(ren)'s behavior. If necessary and requested, Participant agrees to remove themselves and their child(ren) from the premises.

Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention. If you feel you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of Partner's or Sponsor's staff immediately. Participants asked to stop any harassing behavior are expected to comply immediately.

Sponsor's staff will be happy to help participants contact any local security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe at SMILE events.

**Photography by participants at events** is encouraged, but other participants must be given a reasonable chance to opt out from being photographed. If they object to someone taking their photograph, the taker must comply with their request. Taking photographs in context where people have a reasonable expectation of privacy (i.e. in bathrooms or where participants are sleeping) is strictly prohibited.

By participating in any SMILE program event you (the participant, not including your children) absolutely and irrevocably agree (a) to be photographed, audiotaped and videotaped by the Sponsor or its contractors without receiving compensation of any kind; and (b) that the images, sound and footage may be broadcast, displayed, reproduced, edited, exhibited, used, published, and distributed by the Sponsor over the Internet and/or any other communication medium now existing or hereafter created, in whole or in part, individually or in connection with other material, without restriction as to alteration, for promotional, revenue producing, advertising and/or any other purpose as the Sponsor determines in its sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice. You release and discharge Sponsor from any and all claims and demands that may arise out of or in connection with the use of the photographs, videos, or audio recordings including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of my heirs, legal representatives, licensees, and assigns. If there are extenuating circumstances and you need us to avoid using your image please talk to one of the Program Directors and we will accommodate.

SPONSOR WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE SPONSOR'S EVENTS OR THIS PARTICIPATION AGREEMENT. SPONSOR'S MAXIMUM LIABILITY FOR ANY MATTER RELATED TO ANY EVENT OR THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS IN THE AGREGATE. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND ITS EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN.

## **ACKNOWLEDGEMENT:**

By signing this Participation Agreement below, you are confirming that you (a) are a legally competent adult and have the right to contract in your own name, (b) have read this document and fully understand its contents, (c) give the Sponsor explicit permission to contact the person named below in the event of an emergency, and (d) agree to the terms of the Participation Agreement.

Participant Name:	Signature:	Date:
Emergency Contact:	Phone Number	

**SPONSOR:** The Intentional Living Collective, 2723 S. State St., Suite 150, Ann Arbor, MI 48104.