

## **CORNERSTONE SAFETY GROUP MEMBERSHIP AGREEMENT**

This Membership Agreement ("Agreement") made effective as of this \_\_\_\_ day of \_\_\_\_, 202\_\_ (the "Effective Date"), by and between [MEMBER], [MEMBER ADDRESS] hereinafter referred to as the "MEMBER", and Cornerstone Safety Group, LLP, a Colorado limited liability partnership, with a principal office of 12537 Rivera Street, Broomfield, Colorado 80020, hereinafter referred to as "CSG". Member and CSG may be referred to collectively herein as "Parties," or each a "Party."

### **Recitals**

A. CSG endeavors to provide various forms of support services for profit and non-profit businesses, educational institutions, and other organizations whose mission includes outdoor recreation, adventure travel, and/or experiential education for adults and children alike ("Services"); and

B. These Services are primarily focused in the areas of risk management, mental health, and medical support, but potentially include other areas as well; and

C. These Services are provided in numerous forms including membership meetings, trainings, educational webinars, document review, access to CSG's resource library and template forms, and on-call services ("Resource Library"); and

D. In addition to these Services, CSG plans to offer negotiated Members-only rates for such items as COVID-19 testing and travel insurance; and

E. Member wishes to contract with CSG to benefit from the various services on an ongoing basis.

NOW, THEREFORE, it is hereby agreed that in consideration of the mutual covenants and agreements set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, CSG and Member agree as follows:

### **Agreement**

#### **1. SCOPE OF WORK**

1.1 CSG shall provide materials and services to the Member, consistent with the Member's Membership Level, as described in the attached Exhibit A. CSG reserves the right to make certain adjustments to these materials and services as needed. CSG will endeavor to alert Member to all such adjustments and will display them on CSG's website member page, which is [www.cornerstonesafetygroup.org/memberships](http://www.cornerstonesafetygroup.org/memberships).

1.2 The Membership Levels are Comprehensive, Advanced, and Foundational.

1.3 On-call support is only included as part of the Comprehensive and Advanced Membership Level packages. Except in an emergency, on-call services are available daily

between 7:00 a.m. and 7:00 p.m. Eastern Standard Time To initiate on-call services, Members must email:

[medical@cornerstonesafetygroup.org](mailto:medical@cornerstonesafetygroup.org) for medical support,  
[mentalhealth@cornerstonesafetygroup.org](mailto:mentalhealth@cornerstonesafetygroup.org) for mental health support,  
[riskmanagement@cornerstonesafetygroup.org](mailto:riskmanagement@cornerstonesafetygroup.org) for risk management support

Members should include [info@cornerstonesafetygroup.org](mailto:info@cornerstonesafetygroup.org) on all emails and CSG will track on-call hours in 15-minute increments.

## 2. AGREEMENT PERIOD

2.1 The time-period to be covered by this Agreement shall begin on the Effective Date, or the date the parties execute this Agreement, whichever is later. The Agreement shall remain in effect for exactly 12 months following the Effective Date (“the Term”). This Agreement shall automatically renew for an additional 12-month period unless the Member informs CSG via written notice of its intent to not renew the Agreement no later than thirty (30) days prior to the end of the current Agreement Term.

2.2 This Agreement may not be terminated by either party before the end of the Term. Any termination by Member prior to the expiration of the Term shall be a forfeiture of any payment made to CSG under the terms of this Agreement.

## 3. PAYMENT

3.1 The Member’s initial annual fee shall be as follows:

- a. Comprehensive level - \$15,000
- b. Advanced level - \$9,000
- c. Foundational level - \$6000

3.2 Member has the option of paying its entire annual fee on or before the Effective Date or on a quarter basis. If Member chooses to pay its entire annual fee at the start of the Term, Member shall receive a five percent (5%) discount on the annual fee.

3.3 Members who choose to pay on a quarterly basis shall provide payment instructions to CSG before the Effective Date. At the commencement of the Term, and on the 15<sup>th</sup> of the third month thereafter, CSG will automatically charge the Member twenty five percent (25%) of the annual fee set forth in section 3.1, above. Member shall promptly advise CSG of any changes in payment instructions.

3.4 Late and declined payments shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Failure to make immediate payment upon notice may be grounds for termination of the Agreement at CSG’s sole discretion. If this occurs, Member will still be responsible for all remaining payments owed for the remainder of the Term.

3.5 All annual fees are subject to change upon reasonable notice and, if applicable, will take effect at the time of renewal.

3.6 Members may move to a higher membership level at any point during the Term. Members will be responsible for paying the prorated fee difference at the time this change occurs.

3.7 Members are not permitted to move to a lower membership level at any point during the Term. They may only do so at the time of renewal.

3.8 In addition to the fees set forth in Section 3.1, additional services as set forth in Exhibit A are available on an a la carte basis to all Members. Payment will be due at the time of billing for all a la carte services. These services include, but are not limited to, certain on-call and training services. The fee for such services is:

- Mental Health Services: \$150/hour
- Risk Management Services: \$150/hour
- Medical Services: \$225/hour

## 5. DEFINITIONS

The definitions of this Article, which are set forth below, apply to all the Articles of this Agreement:

"Licensed Materials" refers collectively to the following CSG products. Defined in 6.1 and listed on the attached Exhibit B.

"CSG Web Site" means the web site with the URL <http://www.cornerstonesafetygroup.org> or such other URL as CSG may designate.

"Content" means data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts.

"Territory" is the area in which Members can access the Licensed Materials.

"Confidential Information" means, except as otherwise specifically provided in the Agreement, (a) each Party's trade secrets under applicable law (including, without limitation, financial information, processes, formulas, specifications, programs, instructions, technical know-how, pedagogical techniques and styles, methods and procedures for operation, and benchmark test results; (b) any confidential or other proprietary information, whether of a technical, business or other nature that is of value to the owner of such information and is treated as confidential (including, without limitation, information about employees, marketing strategies, services, financial performance or projections, business or technical plans and proposals, in any form); (c) any other information identified by a Party in writing or orally as "Confidential Information"; and (d) any other information relating to a Party that is or should be reasonably understood to be confidential or proprietary. Provided that, "Confidential Information", shall not include information that was (i) already known by the receiving party, without obligation to keep it confidential, (ii) received in good faith from a third party lawfully in possession of it without

obligation to keep it confidential, (iii) publicly known at the time of its receipt by the receiving party or has become publicly known other than by a breach of this Agreement, (iv) independently developed by the receiving party without use of the disclosing party's Confidential Information, or (v) required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that the receiving party will use all reasonable efforts under the circumstances to notify the disclosing party of such requirements so as to provide such party the opportunity to obtain such protective orders or other relief as the compelling court or entity may grant.

## 6. PROVISIONS APPLICABLE TO LICENSED MATERIALS

6.1 License Grant. Subject to the provisions of this Agreement, CSG hereby grants to Member and Member hereby accepts from CSG the non-transferable and non-exclusive license to use all Licensed Materials, including but not limited to, all items in the Resource Library, all form templates, and other written training materials (collectively, "Licensed Materials") exclusively for Member's internal educational and operational purposes. The Licensed Materials referenced in Exhibit B are licensed and limited to Member's exclusive use.

6.3 Restrictions. Member shall not, and shall not permit, Member's employees or agents or any other third party to copy or modify the Licensed Materials or any portion thereof, either during the duration of this Agreement or after the Term expires. All Licensed Materials are non-transferable to anyone except the Member's employees or agents, who shall be subject to the terms and restrictions of this Agreement..

### 6.4 Trademark License.

a) Subject to the terms and conditions of this Agreement, CSG hereby grants to Member a royalty-free, nonexclusive, nontransferable license to use the CSG trademarks, service marks, domain names and logos specifically listed as "CSG Marks" on the CSG Web Site, which may be amended from time to time in CSG's sole discretion (collectively, the "CSG Marks"), solely for Member's marketing and promotional purposes.

b) Subject to the terms and conditions of this Agreement, Member hereby grants to CSG a royalty-free, nonexclusive, nontransferable license to use its Member trademarks, service marks, domain names and logos, which may be amended from time to time in Member's sole discretion, solely for CSG's marketing and promotional purposes.

6.5 Requirements. Member shall at all times comply with all written trademark and copyright guidelines and restrictions that CSG supplies to Member and/or posts on the CSG Web Site from time to time regarding the CSG Marks. Member acknowledges the importance of maintaining a common look and feel for all sites and services utilizing the CSG Marks.

## 7. WARRANTY AND INDEMNIFICATION

7.1 CSG warrants to Member all of the following:

a) CSG will provide the Services and information consistent with Member's tier level as set forth on Exhibit A.

b) Services will be performed in a first-class, workmanlike manner.

c) There are no copy protection or similar mechanisms within the Licensed Materials which will, either now or in the future, interfere with the grants made in this Agreement.

d) As to Licensed Materials for which CSG does not solely own all intellectual property rights, CSG has full right, power and authority to license the Licensed Materials to Member as provided in this Agreement.

7.2 Should the Licensed Materials or any of them become, or in CSG's sole opinion be likely to become, the subject of a claim of infringement, misappropriation, or violation of an intellectual property right (an "Infringement Claim") CSG may (i) replace or modify the Licensed Materials or part thereof subject to such Infringement Claim with other materials of at least comparable functionality, or (ii) if neither of the foregoing alternatives are reasonably practical in CSG's sole judgment, remove the component that is the subject of the Infringement Claim or any or all other parts of the Licensed Materials and refund to the Member the License fees paid by Member for the part removed.

7.3 Notwithstanding the forgoing, CSG shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Member, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by CSG or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by CSG.

7.4 Member represents, warrants and covenants to CSG that:(i) Member will not allow unauthorized parties to access the Licensed Materials; (ii) Content that CSG provides does not and will not infringe or violate any right of any third party (including without limitation any intellectual property rights) or violate any applicable law, regulation or ordinance; (iii) Member will at all times comply with all applicable laws and regulations; (iv) Member will not lease, rent, transfer or resell the Licensed Materials to any third party without CSG's prior written consent.

7.5 To the extent permitted by applicable law, Member shall defend, indemnify, and hold CSG and its affiliates and their respective officers, owners, directors, employees, agents, successors and permitted assigns harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by CSG that arise from or are related to (a) Member's conduct or actions, regardless of whether or not they relate in any way to the services provided by CSG under the Agreement, (b) the infringement or alleged infringement by Member or anyone to whom Member may have disseminated any content of any copyright, patent, trademark, trade secret or other intellectual property right or any other rights of a third party.

7.6 This Section 7.6 states the entire liability of CSG, and Member's sole remedies with respect to any Infringement Claim.

## 8. LIMITED LICENSE

Throughout the Term, CSG and Member grant an exclusive and reciprocal right to use the other's logo for marketing and advertising purposes or to otherwise promote their affiliation, including but not limited via their respective websites and other advertising materials. This Agreement neither grants to CSG an exclusive right or privilege to sell, license or lease to Member any or all services or Licensed Materials described in this Agreement which Member may require, nor requires the purchase, license or lease of any equipment, software, services or materials from CSG by Member. Member may contract or affiliate with other companies for the acquisition of comparable services or Licensed Materials.

## 9. USE OF SUBCONTRACTORS AND THIRD-PARTY SERVICES

CSG may use subcontractors and/or third-party service providers to provide certain Member services. CSG will assume responsibility for the delivery, installation, and quality of the materials and/or services provided by this Agreement, regardless of whether CSG uses subcontractors or third-party service providers. CSG shall be the sole point of contact with Member regarding all matters covered by this Agreement. The Member shall not initiate or maintain contact with any subcontractor or third-party service provider unless such contact becomes necessary to mitigate the Member's damage in the event CSG is in default or breach of any term or obligation of this Agreement.

## 10. CONFIDENTIALITY

Member acknowledges that it may come into contact with Confidential Information including but not limited to information in the Licensed Materials. The confidentiality of all information will be respected, and no Confidential Information shall be distributed or sold to any third party nor used by the Member or Member's assignees and/or subcontractors in any way except as authorized by this Agreement or as otherwise required by applicable law. Disclosure of such Confidential Information, except as permitted under this Agreement, may be cause for legal action against the Member. Defense of any such action shall be the sole responsibility of the Member.

In addition, in order to ensure the free and open exchange of ideas and experiences during all Membership calls, Member agrees that all Membership calls are to remain strictly confidential, and Members will not reveal such communications to any third-persons for competitive advantage or any other purpose.

Any Member who breaches this confidentiality provision may be subject to removal as Member without refund, and subject to any other legal remedies.

## 11. REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies

otherwise available at law, the Member may exercise remedial actions if CSG substantially fails to satisfy or perform the material duties and obligations in this Agreement. Substantial failure

to satisfy the duties and obligations shall be defined to mean significant and material: insufficient, incorrect or improper performance, activities, or inaction by CSG.

## 12. TERMINATION

12.1 Either party may terminate all or a portion of this Agreement or the relevant individual Exhibit upon breach by the other Party of any of its material obligations, including those under the attached Exhibits under this Agreement, and a failure to cure such breach within thirty (30) days of receipt of written notice thereof. In addition, either Party may terminate this Agreement immediately if the other breaches the confidentiality provisions of this Agreement or the scope of any license granted under this Agreement or if the other Party becomes insolvent or admits in writing an inability to pay debts as they mature, or make an assignment for the benefit of creditors; or if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like is filed and is not dismissed within sixty (60) days after such filing.

12.2 Effect of Termination. In the event of termination of this Agreement for any reason, (i) all rights granted under this Agreement shall terminate, and (ii) each Party shall return to the other Party, or destroy and certify destruction of, all materials containing Confidential Information of the other Party. Termination of this Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of either Party arising under this Agreement prior to such termination, except as expressly provided herein. Further, in the event of termination, CSG shall have the option to terminate immediately all access to the Licensed Materials. Each Party must return or destroy all promotional materials of the other in its possession.

## 13. CSG AND MEMBER OBLIGATIONS

13.1 Compliance with Laws. Each Party shall comply, and to assist the other generally in complying, with federal and state rules regarding privacy, commercial use of information and other similar administrative rules and regulations, and more specifically, in each party's efforts to ensure that, with regard to all records gathered.

13.2 Inspection. Upon reasonable prior notice during normal business hours, each Party shall permit the other to inspect such Party's hardware where the Licensed Materials is accessed as well as all applicable records, to confirm compliance with the terms of this Agreement.

## 14. FORCE MAJEURE

Neither CSG nor Member shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this Agreement "force majeure" means acts of God; acts of the public enemy; acts of the Member and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather which are in each case beyond the reasonable control of the party asserting force majeure.

## 15. PRESS CONTACTS/NEWS RELEASES

Neither Party shall initiate any press and/or media contact nor respond to press/media requests regarding this Agreement and/or any related matters concerning the other Party without the prior written approval of such Party.

#### 16. THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to CSG and Member. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of CSG and Member that any such person or entity, other than CSG or Member, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

#### 17. LIMITATION OF LIABILITY/DISCLAIMER

The services provided by CSG under this Agreement are for informational and educational purposes only and are intended solely for Member's benefit to incorporate into its operations. The information and services (including, but limited to, the Licensed Materials, webinars, membership calls, training services, and on-call services) provided by CSG are not intended to create, and receipt of the information and services and engagement in this Agreement, does not constitute, an attorney-client, physician-patient, and/or mental health professional-patient relationship. Member is encouraged to seek professional advice rather than rely solely on the information and services provided by CSG. Members assume the risk associated with relying on the information and services provided by CSG under the Agreement.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST A PARTY BY ANOTHER PERSON (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE). EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, IN ANY ATTACHED SCHEDULE, (i) THE LICENSED MATERIALS AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND (ii) CSG, AND ITS LICENSORS, DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE.

#### 18. SEVERABILITY

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

#### 19. WAIVER



The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

## 20. INTEGRATION OF UNDERSTANDING

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

## 21. SURVIVAL OF CERTAIN AGREEMENT TERMS

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable by the parties.

## 22. MODIFICATION AND AMENDMENT

This Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

## 23. COOPERATION OF THE PARTIES

CSG and the Member agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Agreement. In connection herewith, the parties shall meet to resolve problems associated with this Agreement. Neither Party will unreasonably withhold, delay, or condition its approval of any act or request of the other to which the Party's approval is necessary or desirable.

## 24. ASSIGNMENT AND SUCCESSORS

The Parties agree not to assign rights or delegate duties under this Agreement without the express, written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment, provided that written notice of assignment adequate to identify the rights assigned is received, verified and approved by CSG.

## 25. VENUE & CHOICE OF LAW

This Agreement is made in the State of Colorado. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement and all other aspects of the parties' relationship. The state court located in Broomfield County, Colorado shall be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Agreement and all other aspects of the Parties' relationship. The Parties agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise.

## 26. LEGAL AUTHORITY

CSG and Member each warrant that (i) it possesses the legal authority to enter into this Agreement and that (ii) it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the other Party to its terms and (iii) that it is not subject to any other agreement that would conflict with its ability to perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of the Parties warrant(s) that such person(s) have full authorization to execute this Agreement.

## 27. SECTION HEADINGS

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the Agreement.

## 28. INDEPENDENT CONTRACTOR

In providing the Services contemplated by this Agreement, it is expressly agreed by the Parties that the CSG is acting as an independent contractor and not as an employee of the Member. CSG and Member acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an agreement for service. Member is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for CSG during the Term of the Agreement. CSG is responsible for paying, and complying with reporting requirements for all local, state and federal taxes concerning any payment made to CSG under this Agreement.

## 29. NOTICES

Any notice, demand or other communication required, or which may be given, under this Agreement shall, unless specifically otherwise provided in this Agreement, be in writing and shall be given or made by overnight courier service, confirmed facsimile, registered or certified mail (return receipt) or other media which provides the sender with written record of delivery. The parties may provide such communication solely by electronic mail but are strongly encouraged to request delivery confirmation from the recipient and otherwise assume the risk

that that the communication has not been delivered. Communications shall be addressed to the respective parties as follows:

To CSG:

Cornerstone Safety Group, LLP  
12537 Rivera Street  
Broomfield, CO 80020

Info@cornerstonesafetygroup.org

Attn: David Dennis

With a copy to: Dave@cornerstonesafetygroup.org

To Member:

[ENTITY/INDIVIDUAL]

[ADDRESS]

[ADDRESS]

Attn: Contract Procurement

The notice, demand or other communication shall be deemed to have been given or made when picked up by the delivery services mentioned above or when the other party confirms receipt in writing of an electronic communication. The above addresses may be changed at any time by giving thirty (30) days prior written notice.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF THE EFFECTIVE DATE.