CUP OF EXCELLENCE & ALLIANCE FOR COFFEE EXCELLENCE® COFFEE COMPETITION JUDGE VOLUNTER RELEASE

This Release is executed in favor of the Alliance for Coffee Excellence, Inc & Cup of Excellence. (Hereinafter ACE & COE), a nonprofit corporation organized and existing under the laws of the State of Oregon, USA, and its affiliated organizations, directors, officers, employees, and agents. ACE & COE owns and operates the CUP OF EXCELLENCE® international coffee quality programs

I am interested in working as a volunteer for the ACE & COE program as a Coffee Quality Judge, at coffee competitions and in other activities to assist ACE & COE in their mission of discovery and promotion of the highest quality coffees. I understand this may include but is not limited to, traveling to and from other countries, traveling to and from cities and towns outside the USA, consuming the food and living in those accommodations available in the foreign country(ies) to which I am assigned, and working in cultures and with peoples whose living conditions, social practices and values, and even attitudes toward foreigners may be significantly different from those of my home country and culture.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

- 1. General Waiver and Release. I release ACE & COE, its affiliated organizations, directors, officers, employees, and agents, and its successors and assigns, from liability for circumstances which may result from my undertaking an assignment for ACE & COE, whether such liability results from travel, from disease, consumption of food, or from civil unrest or otherwise, unless directly attributable to the gross negligence or the willful misconduct of ACE & COE, its affiliated organizations, directors, officers, employees, or agents.
 - I understand and acknowledge that absent proof of legal responsibility to the contrary this Release discharges ACE & COE from any liability or claim that I may have with respect to any bodily injury, personal injury, illness, death, monetary loss or property damage that may result from my volunteer assignment with ACE & COE. I understand that ACE & COE assumes no responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, monetary loss or property damage.
- 2. Accompanying Dependents/Companions. I understand that ACE & COE assumes no responsibility of any sort for any injuries suffered, or costs/damages incurred by any of my accompanying dependents/companions, regardless of the source of funding of their travel, living accommodations or other support during my assignment. I affirm that I have informed my accompanying dependents/companions of the fact that ACE & COE assumes no responsibility for them if they choose to accompany me on my assignment. If the volunteer assignment is cancelled, ACE & COE assumes no responsibility for any spousal travel costs.
- **Medical Treatment.** I hereby release ACE & COE from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or to my dependents/companions in connection with an emergency during my assignment with ACE & COE.

4. Assumption of Risk. I understand that my volunteer assignment with ACE & COE may include activities and circumstances that may be hazardous to me, including, but not limited to, international travel, local transportation in the country of my assignment, poor health conditions, inadequate medical treatment facilities and other inherent dangers. I recognize that I may be traveling to and from locations that pose risks from terrorism, war, insurrection, or criminal activities. I understand that I assume the risk of being taken hostage and held for payment of ransom.

I hereby expressly and specifically assume the risk of injury or harm in these circumstances and release ACE & COE from all liability for injury, illness, death, monetary loss or property damage resulting from such circumstances during my assignment with ACE & COE, whether suffered by me personally or by any of my accompanying dependents/companions.

5. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

PHOTOGRAPHIC RELEASE

This Release is executed in favor of the <u>Alliance for Coffee Excellence, Inc.</u> (hereinafter ACE), a non-profit corporation organized and existing under the laws of the State of Montana, USA, and its affiliated organizations, directors, officers, employees, and agents. ACE owns and operates the CUP OF EXCELLENCE® international coffee quality programs

I have agreed to serve as a Volunteer Coffee Judge for the ACE/CUP OF EXCELLENCE program to assist ACE in their mission of discovery and promotion of the highest quality coffees. The Cup of Excellence Program receives international press and media coverage at their events, competitions and activities and produces educational and marketing promotional media. It is requested by ACE that the Volunteer assist in ACE's marketing, press, and promotional efforts by agreeing to allow ACE to use photographs and other visuals that may contain the Volunteer serving at Cup of Excellence events.

<u>I hereby freely and voluntarily execute this PHOTOGRAPHIC AND AUDIOVISUAL RELEASE.</u>

1. Photographic and Audiovisual Release. I grant and convey unto ACE all right, title, and interest in any and all photographic images and video or audio recordings made by or for ACE during my assignment, including, but not limited to, any royalties, proceeds, or other benefits derived from such photo- graphs or recordings.