

## AGREEMENT, WAIVER AND RELEASE

In consideration of the services of The Crucible Project, its Board of Directors, Staff, Contractors and any others who are engaged to assist them (such Board, Staff, Contractors and others, being collectively referred to as the "Retreat Staff") in the staffing of the Weekend Retreat, I hereby agree to release and discharge The Crucible Project and Retreat Staff on behalf of myself, my heirs, assigns, and any other representatives as follows:

1. I acknowledge that my participation in the Retreat will be a personal growth and development experience that may involve physical, mental, emotional, and intellectual activity involving risk of injury or accident to me.
2. I expressly agree and promise to accept and assume and do hereby accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understand that I may choose not to participate in any activity at any time for any reason, and that it is my responsibility to assess the risks to me of participating in any particular activity during the Retreat, considering my medical, physical, mental, emotional and intellectual condition.
3. I hereby voluntarily waive my rights to sue, and hereby do release The Crucible Project and Retreat Staff, and forever discharge The Crucible Project and the Retreat Staff from any and all claims, demands, or causes of action, which are in any way connected with or arise from my participation in the Retreat or my use of any of The Crucible Project's and the Retreat Staff's equipment or facilities, including any such claims arising from negligent acts or omissions of The Crucible Project and the Retreat Staff.
4. I am also willing to assume and bear the costs of (in addition to the above) all risks that may be created, directly or indirectly, by any medical, physical, mental, emotional or intellectual condition of mine.
5. In the event that I file a lawsuit against The Crucible Project or the Retreat Staff, I agree to do so solely in the Circuit Courts of Cook or DuPage County, Illinois, and I further agree that the substantive law of Illinois shall apply in that action without regard to the conflict of law rules of Illinois.

By agreeing to this document, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit for any claim for personal injury or any other harm or injury against The Crucible Project and the Retreat Staff. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

## **NON-COMPETE AGREEMENT**

### **BACKGROUND:**

- A. In addition to this responsibility or position, this Agreement also covers any position or responsibility now or later held with the Ministry (the "Employment/Contract").
- B. As a result of the Employment/Contract, the Volunteer will receive from, or develop on behalf of the Ministry, certain proprietary or confidential information (the "Confidential

Information") and the Ministry has sought assurance this will not be exploited to gain a competitive advantage.

**IN CONSIDERATION OF** and as a condition of the Employment/Contract and the Ministry providing the Confidential Information to the Volunteer in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Non-Competition**

1. The Volunteer agrees that during the Employment/Contract and for a period of two (2) years after the end of that term, the Volunteer will not give advice or lend credit, money or the Volunteer's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Ministry conducts its business, and the Volunteer will not, directly or indirectly, as Volunteer, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others, engage in any business that is in competition with the business of the Ministry.

**Non-Solicitation**

2. The Volunteer understands and agrees that any attempt on the part of the Volunteer to induce other Employees/Contractors to leave the Ministry's workforce, or any effort by the Volunteer to interfere with the Ministry's relationship with its other Employees/Contractors would be harmful and damaging to the Ministry. The Volunteer agrees that during the Employment/Contract, and for a period of two (2) years after the end of that term, the Volunteer will not in any way, directly or indirectly:
  - a. Induce or attempt to induce any Volunteer of the Ministry to quit Employment/Contract or retainer with the Ministry;
  - b. Otherwise interfere with or disrupt the Ministry's relationship with its participants and contractors;
  - c. Discuss Employment/Contract opportunities or provide information about competitive Employment/Contract to any of the Ministry's Employees/Contractors; or
  - d. Solicit, entice, or hire away any Volunteer of the Ministry for the purpose of an Employment/Contract opportunity that is in

competition with the Ministry.

3. This non-solicitation obligation as described in this section will be limited to Volunteer or who were a Volunteer of the Ministry during the period that the Volunteer was employed/contracted by the Ministry.
4. During the Employment/Contract, and for two (2) years thereafter, the Volunteer will not divert or attempt to divert from the Ministry any business, clients, or customers the Ministry had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employment/Contract.

### **Confidential Information**

5. The Volunteer acknowledges that, in any position the Volunteer may hold, in and as a result of the Employment/Contract, the Volunteer will, or may, be making use of, acquiring or adding to information which is confidential to the Ministry (the "Confidential Information") and the Confidential Information is the exclusive property of the Ministry.
6. The Confidential Information will include all data and information relating to the business and management of the Ministry, including but not limited to, copy-righted materials, training materials, intellectual property, trademarks, proprietary and trade secret technology and fund development, legal and accounting records to which access is obtained by the Volunteer, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, Curricula, Exercises and Customer Information.
7. The Confidential Information will also include any information that has been disclosed by a third party to the Ministry and is governed by a non-disclosure agreement entered into between that third party and the Ministry.
8. The Confidential Information will not include information that:
  - a. Is generally known in the non-profit industry of the Ministry;
  - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Volunteer;

- c. Was rightfully in the possession of the Volunteer prior to the disclosure to the Volunteer by the Ministry;
  - d. Is independently created by the Volunteer without direct or indirect use of the Confidential Information; or
  - e. The Volunteer rightfully obtains from a third party who has the right to transfer or disclose it.
9. The Confidential Information will also not include anything developed or produced by the Volunteer during the Employment/Contract, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
- a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Ministry;
  - b. Was developed entirely on the Volunteer's own time;
  - c. Was developed under any paid contract situation with the Ministry
  - d. Does not result from any work performed by the Volunteer for the Ministry; and
  - e. Does not relate to any actual or reasonably anticipated business opportunity of the Ministry.

#### **Duties and Obligations Concerning Confidential Information**

10. The Volunteer agrees that a material term of this Agreement to keep all Confidential Information absolutely confidential and protect its release from the public. The Volunteer agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Volunteer has obtained or which was disclosed to the Volunteer by the Ministry as a result of the Employment/Contract. The Volunteer agrees that if there is any question as to such disclosure then the Volunteer will seek out senior management of the Ministry prior to making any disclosure of the Ministry's information that may be covered by this Agreement.
11. The Volunteer agrees and acknowledges that the Confidential Information is of a

proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Ministry, would gravely affect the effective and successful conduct of the Ministry's business and goodwill, and would be a material breach of this Agreement.

12. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Volunteer in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five (5) years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
13. The Volunteer may disclose any of the Confidential Information:
  - a. To a third party where Ministry has consented in writing to such disclosure; or
  - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Ministry.
14. If the Volunteer loses or makes unauthorized disclosure of any of the Confidential Information, the Volunteer will immediately notify the Ministry and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

#### **Avoiding Conflict of Opportunities**

15. It is understood and agreed that any business opportunity relating to or similar to the Ministry's current or anticipated business opportunities coming to the attention of the Volunteer during the Employment/Contract is an opportunity belonging to the Ministry. Accordingly, the Volunteer will advise the Ministry of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Ministry.
16. Without the written consent of the Ministry, the Volunteer further agrees not to:
  - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business

activities of the Ministry; and

- b. Directly or indirectly, engage or participate in any other business activities which the Ministry, in its reasonable discretion, determines to be in conflict with the best interests of the Ministry.

17. Without the written consent of the Ministry, the Volunteer further agrees not to directly or indirectly, engage or participate in any other business activities which the Ministry, in its reasonable discretion, determines to be in conflict with the best interests of the Ministry.

### **Ownership and Title to Confidential Information**

18. The Volunteer acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Ministry. Accordingly, the Volunteer specifically agrees and acknowledges that the Volunteer will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Volunteer may have created or contributed to the creation of the Confidential Information.
19. The Volunteer waives any moral rights that the Volunteer may have with respect to the Confidential Information.
20. The Volunteer agrees to immediately disclose to the Ministry all Confidential Information developed in whole or in part by the Volunteer during the Employment/Contract and to assign to the Ministry any right, title or interest the Volunteer may have in the Confidential Information. The Volunteer agrees to execute any instruments and to do all other things reasonably requested by the Ministry, both during and after the Employment/Contract, in order to vest more fully in the Ministry all ownership rights in those items transferred by the Volunteer to the Ministry.

### **Return of Confidential Information**

21. The Volunteer agrees that, upon request of the Ministry or upon termination or expiration, as the case may be, of the Employment/Contract, the Volunteer will turn over to the Ministry all Confidential Information belonging to the Ministry, including but not limited to, all documents, plans, specifications, disks or other computer media, as

well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Volunteer that:

- a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. is connected with or derived from the Volunteer's services to the Ministry.

### **Remedies**

22. The Volunteer agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Ministry. Accordingly, the Volunteer agrees that the Ministry is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Volunteer, any of its personnel, and any agents of the Volunteer, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

### **Notices**

23. In the event that the Volunteer is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Volunteer will give to the Ministry prompt written notice of such request so the Ministry may seek an appropriate remedy or alternatively to waive the Volunteer's compliance with the provisions of this Agreement in regard to the request.

24. If the Volunteer loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Volunteer will immediately notify the Ministry and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

25. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

## **Representations**

26. In providing the Confidential Information, the Ministry makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

## **Termination**

27. This Agreement will automatically terminate on the date that the Employment/Contract terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

## **Assignment**

28. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

## **Amendments**

29. This Agreement may only be amended or modified by a written instrument executed by both the Ministry and the Volunteer.

## **Definitions**

30. For the purpose of this Agreement the following definitions will apply:
- a. 'Work Product' means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Ministry or for customers of the Ministry, of any type or form in any stage of actual or anticipated research and development.
  - b. 'Computer Software' means computer software resulting from or related to work or projects performed or to be performed for the Ministry or for customers of the Ministry, of any type or form in any stage of actual or anticipated research and



- development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.
- c. 'Other Proprietary Data' means information relating to the Ministry's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights, trademarks, curriculum and trade secrets).
  - d. 'Business Operations' means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Ministry's business.
  - e. 'Marketing and Fund Development Operations' means marketing and fund development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, donor lists and giving records, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Ministry which have been or are being considered.
  - f. 'Customer Information' means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Ministry.

### **General Provisions**

- 31. Time is of the essence in this Agreement.
- 32. This Agreement may be executed in counterpart.

33. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
34. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
35. The Volunteer is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Ministry in enforcing this Agreement as a result of any default of this Agreement by the Volunteer.
36. The Ministry and the Volunteer acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Ministry and the Volunteer that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Volunteer to give the Ministry the broadest possible protection to maintain the confidentiality of the Confidential Information.
37. No failure or delay by the Ministry in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
38. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Ministry and the Volunteer.
39. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

## Intellectual Property Confidentiality and Non-compete Agreement

This is a legal agreement between you, the applicant, (the “Applicant”) and The Crucible Project, a not-for-profit corporation of Illinois (“TCP”) being extended as a part of your application submission. By signing at the end of this Intellectual Property Confidentiality and Non-compete Agreement (the “Agreement”), you acknowledge that you have read, understand, and agree to be bound legally by the terms and conditions of this Agreement.

If you do not agree with this Agreement, you may not submit an application, and you are not granted permission by TCP to volunteer for, participate in, observe, review, or otherwise access any Confidential Information and/or Protected Information under TCP control, or through TCP events/activities.

You shall be bound to this agreement as of the date and time of your application submission to TCP for consideration (the “Effective Date”). TCP shall be bound to this agreement only upon the later of TCP’s receipt of your application, TCP’s review and acceptance of the application, and TCP’s acceptance of your event registration and/or delivery of goods or service by TCP. You may and are encouraged to print this Agreement for your own records.

The Applicant and TCP, referred to individually as a Party (a “Party”), or collectively as the Parties (the “Parties”), for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do hereby agree to the following:

Confidential Information of TCP includes, but is not limited to the (1) business plans, methods, practices; (2) personnel, volunteers, supporters, suppliers; (3) services and programs, documentation, manuals, specifications, techniques, methods, presentation, exercises, activities; (4) inventions, processes, methods, products, copyrights, trademarks, intellectual property, intellectual property applications, and other technical and/or proprietary information (the “Confidential Information”).

In addition to Applicant’s access to the Confidential Information, through the course of attending, observing, providing, presenting, and/or experiencing the services of TCP (the “Activities”), it may become necessary for TCP to share, disclose, or otherwise allow access by the Applicant to other materials TCP asserts as confidential, including the identity of participants in certain programs, as well as the activities, experiences, and actions of participants, which, due to the mental, emotional and/or spiritual components are considered personal and shared in the bonds of secrecy with other program participants (exclusive of the Confidential Information designated as the “Protected Information”).

Applicant understands that the experiences of each participant are personal, emotionally significant, and shall be considered private between those sharing the experiences of the Activities. As part of this Agreement, and in exchange for the shared experience and agreement to a duty of confidentiality by other participants, the Applicant shall not disclose, and will undertake all reasonable efforts to keep confidential the Protected Information, including but not limited to, specific details of activities, and the actions and identities of other participants which Applicant witnessed, experienced, or otherwise was made aware through participation in the Activities. This duty of confidentiality shall be indefinite, unless specifically released/authorized in writing by each affected participant, or to the extent that specific information becomes public by the lawful public release of any other participant.

The Applicant shall take all reasonable action to protect the confidentiality of the Confidential Information Protected Information any other Protected Information for a period of two (2) years from the date of disclosure without written approval from TCP and shall protect such Confidential Information Protected Materials from inadvertent disclosure to a third party using the same care and diligence that the Applicant uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Applicant shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Applicant, as the receiver of Confidential Information disclosed under this Agreement, shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

All Confidential Information disclosed under this Agreement shall be and remain the property of TCP and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on any other party. The Applicant shall honor any request from TCP to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that TCP and the participants of Activities will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that TCP, for itself or on behalf of one or more participants of Activities, shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's

Confidential Information. The disclosing party acknowledges that the Applicant may currently or in the future be developing information internally, or receiving information from other parties, which may be similar to the Confidential Information. Nothing in this Agreement will prohibit the Applicant from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the actions are beyond the time limit agreed to , and the Applicant does not otherwise violate any of its other obligations under this Agreement in connection with such development.

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Applicant shall have no obligation to hold in confidence such information, where such information: (a) Is already known to the Applicant, having been disclosed to the Applicant by a third party without such third party having an obligation of confidentiality to the disclosing Party; or (b) Is or becomes publicly known through no wrongful act of the Applicant, its employees, officers, directors, or agents; or (c) Is independently developed by the Applicant without reference to any Confidential Information disclosed hereunder; or (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

The parties agree that, to the extent required by applicable local, state, and federal laws, the services provided under this Agreement will comply in all material respects with legal regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II of the Health Insurance Portability and Accounting Act, commonly referenced as HIPAA.

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.  
Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

Non-disclosure provisions and the Parties duties to protect Confidential Information and/or Protected Information shall survive the termination of this Agreement and shall remain in effect until the Confidential Information and/or Protected Information is legally disclosed through any other means, or written release is received by the Party. I further agree that my breach of these duties could cause irreputable harm and damage to goodwill, which may be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, I agree that in the event of an anticipated, threatened, or actual breach, in addition to any other remedy which may be available at law or equity, TCP, for itself or others affected, shall be entitled to specific performance and injunctive relief.

This Agreement is intended to be as broad and inclusive as permitted by any applicable laws. If any portion of the Agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect.

This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

Should a dispute arise regarding this Agreement, Parties agree to attempt resolution of the dispute first by utilizing mediation in accordance with the rules of the American Arbitration Association (AAA), or any other mutually agreed format prior to litigation. In the event litigation occurs, all parties agree and consent to the jurisdiction of the circuit courts of Cook or DuPage Counties in the State of Illinois, and that disputes shall be settled by application of the laws of Illinois without regard to the conflict of law rules of Illinois.

I have read this Agreement and have had the opportunity to consult with an attorney and/or otherwise satisfy any questions I had concerning its meaning. I therefore enter into and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights by my selection below.