**AMENDMENT TO MARKETING AND LICENSING AGREEMENT**

THIS AMENDMENT TO MARKETING AND LICENSING AGREEMENTis entered into as of the date listed on the signature page hereto (the “Effective Date”) by and between Just Walk! Inc., an Ohio non-profit corporation (“Just Walk”), with offices at 3773 Olentangy River Rd. Columbus, OH 43214, and the entity listed in Section 1 of this Agreement (the “Company”). Just Walk and the Company are sometimes referred to herein collectively as the “parties” or individually as a “party.”

**WITNESSETH:**

WHEREAS, the Company and Just Walk previously entered into a Marketing and Licensing Agreement, under which Just Walk and the Company agreed to certain terms and conditions for organizing a free walking program (the “Agreement”); and

WHEREAS, the Company and Just Walk now desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the conditions, covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Company Information.

|  |  |
| --- | --- |
| Company Name: |  |
| State of Incorporation/Organization: |  |
| Territory: |  |
| Contact Name: |  |
| Contact Address: |  |
| Contact Email Address: |  |
| Contact Telephone Number: |  |

1. Section 1.d is hereby deleted in its entirety and replaced with the following:

“d. The Company may provide fruit, granola, water and coffee for the participants of each walk, if conducted in a manner consistent with the Company’s safety protocols.”

1. Exhibit B, General Terms and Conditions, Section 4 is hereby deleted in its entirety and replaced with the following:

“4. Indemnification. Except as expressly set forth in this Section 4, neither party shall have any obligations to indemnify the other party. The Company agrees to indemnify and hold harmless Just Walk from and against any and all claims, damages, liabilities, losses, judgments, costs, and attorneys’ fees arising directly out of, or relating to: (a) the Company’s gross negligence or willful misconduct in engaging in the marketing and promotional activities described in this

Agreement, (b) any statements made by Company during the term of this Agreement disparaging the Marks, products or services of Just Walk, whether or not such statements are true, and (c) any claim against Just Walk related to or arising out of alleged exposure to COVID-19 at a Company event. Notwithstanding the foregoing, Just Walk shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which Just Walk has a right to be indemnified.”

1. Exhibit B, General Terms and Conditions is hereby amended by adding a new Section 6.8 as follows:

“6.8 Policies and Procedures. The Company will establish and adhere to appropriate health and safety policies and procedures for its Walking Program, including ensuring that participants and volunteers sign in and agree to be bound by the Waiver and Release of Liability and that measures to mitigate risk of transmission of communicable diseases (such as COVID-19) among participants and volunteers are implemented. These policies and procedures should be consistent with Just Walk’s policies and procedures and, with respect to COVID-19, shall adhere to all recommendations and guidance from the Centers for Disease Control and Prevention and applicable local and state health authorities.”

1. The Term of the Agreement shall commence on the Effective Date and shall continue for one year, unless earlier terminated pursuant to Section 5.
2. All terms and conditions of the Agreement not amended by virtue of this Amendment shall remain in full force and effect.

\*\*\*Signature Page Follows\*\*\*

**IN WITNESS WHEREOF**, the parties have executed this Marketing and License Agreement as of the date first written above.

|  |  |
| --- | --- |
| **JUST WALK** | **COMPANY** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**Membership Fees:**

Traditionally we *ask* WWAD chapters to pay **$250/year** to help Walk with a Doc cover ongoing costs of membership and insurance for your chapter. We understand the unforeseen financial impacts of COVID may not allow for that expense this year and we don't want that to stand in the way of you getting the community moving. Please choose an option below.

I will pay online at [walkwithadoc.org/renew](https://walkwithadoc.org/renew)

Please send me an invoice.

A check is in the mail (address below).

I am unable to pay $250 this year but I can pay \_\_\_\_\_\_\_\_\_\_.

I am unable to pay this year but I want to keep walking.

Other/Comments/Questions:

**Checks can be mailed and made out to:**

Walk with a Doc

PO Box 286

Riderwood, MD 21139-9998

WWAD Census 2022

|  |  |
| --- | --- |
| How many walks did your chapter host in the past 12 months? |  |
| About how many people attend your walks on average? |  |
| Approximately how many healthcare providers have helped lead your walks? |  |
| When will your walks be launching this season? |  |
| Please outline your WWAD schedule for this season to the best of your ability. |  |
| Do you have any other updates for [your WWAD website](https://walkwithadoc.org/our-locations)? |  |
| Do you use the [Leader Portal](https://walkwithadoc.org/leader)? |  |
| What else would you like to see on the WWAD Leader Portal? |  |
| Is there anything WWAD HQ can do to help support you? |  |
| Do you have any fun stories from walkers or walk leaders to share? |  |

NOTE: THIS INFORMATION IS NOT PART OF THE LEGAL DOCUMENT.