

# Human Resource (“HR”) Manual

## The World U.P. Foundation

### Purpose

The purpose of the World U.P. Foundation (“World U.P.”) is to lead, create, innovate, and empower World U.P. 's mission and vision into reality. We are a collective of innovative and passionate people who dream of an Understanding and Peaceful global community, where everyone belongs, is celebrated, and is appreciated for our differences. We are building our World U.P. by improving access to resources that allow humans to connect, learn, and empower each other through kindness and love. The World U.P. HR Manual gives guidance and sets expectations for all World U.P. Personnel, Employees, Directors, Staff, Long-term volunteers, and Interns of this organization, as defined in this policy.

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## Definitions

1. Personnel: Any Director, Contractor, Employee, Intern, Staff, or Volunteer that provides a service to World U.P.
2. Director: Long term volunteer that has been approved by vote as a Director of the Board. This position is not compensated.
3. Compensation: Hourly wage or salary paid to an Employee or Intern, as outlined in their Employee Agreement or Intern Agreement. Benefits are not considered compensation.
4. Contractors: Individuals or other entities engaged in limited-time work to support the organization through an Non-Disclosure Agreement (“NDA”) or applicable Service Agreement.
5. Employee: Individual who works with the organization and completes roles and responsibilities to assure the ongoing operations of World U.P. under an Employment Agreement. This position may or may not be compensated, as outlined in the Employment Agreement.
6. Employment Agreement: Agreements or contracts signed between the World U.P. Chief Executive Officer (“CEO”) or delegate and Personnel that outlines roles, responsibilities, pay, benefits, and other considerations/conditions of employment. Examples include, but are not limited to Internship Agreement, Service Agreements, and/or NDAs. Employment Agreements may add to the expectations outlined in this policy, but not change, as needed for performance of the employment agreement.
7. Intern: An individual who works with the organization and assists World U.P., under an Internship Agreement or other appropriate NDA. Internship Agreements may add but no change the expectations outlined in this policy, as needed for performance of the agreement. This position can be compensated or uncompensated as defined in the Internship Agreement.
8. Long Term Volunteer: Individuals who offer a limited-time service with free will, and are responsible for additional roles and responsibilities to assure ongoing operations of World U.P.. Long Term Volunteers are not compensated.

9. Payroll Processor: The third-party entity and platform used by World U.P. responsible for maintaining time-sheets, processing World U.P.'s payroll accounts, initiating direct deposits, and calculating and paying our appropriate tax-base.
10. Short-term Volunteer: Individual who provides services for volunteer opportunities in limited scope, purpose, or duration and does not have routine contact with the organization.
11. Staff: Personnel who assist the CEO in carrying out tasks within the World U.P. Organization. This includes Employees and Interns, but not volunteers or Directors.
12. Work Materials: Those items that are owned by the organization. These can include but are not limited to vehicles, keys, computers, email/drives.

## Section I: Expectations for All Personnel

### A. Enabling Environment Policies

1. World U.P. is committed to providing an environment for our Personnel, Directors, Officers, Employees, Staff, Volunteers and any individual or organization that is served by World U.P. , that is comfortable, safe and free from harassment of any kind. Harassment based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history) is illegal and will not be tolerated.
2. Unless otherwise agreed to in an Employment or Internship Agreement, all Staff and Volunteer engagements are at will for both World U.P. and the Personnel.
3. To ensure equal access to employment opportunities, all reasonable accommodations will be made for differently abled people.

### B. General Workplace Policies

1. Working Hours are set based on the nature of the job and as required by World U.P. outreach activities. The schedule will be decided upon between the CEO and Employee.
2. Personnel are expected to be on-time to scheduled meetings and events.
3. Personnel are expected to dress as appropriate for public events. No clothing can be worn that could disrespect the community we serve. For

example, inappropriate T-Shirts or Hats with a logo that could be disrespectful.

4. Safety protocols are in place for outreach programs and interaction with the general public. Personnels will be trained on these protocols.
5. Workplace Violence will not be tolerated. Personnel are required to attend any workshop or training arranged to address workplace behavior.
6. Smoking and drugs (including alcohol) will not be tolerated when at any volunteer sites, or official or sponsored World U.P. events. If a Personnel is injured on the job World U.P. may require a drug screening.
7. Personnel are not allowed to personally accept cash from Donors, Partners, or other Sponsors. Gifts, gratuities, and/or services that directly benefit the individual, if valued over \$50. If Personnel is offered any gifts, gratuities, and/or services on behalf of the organization, they must be reported to the CEO, in writing, for evaluation. The writing should include the fair market value of the gift and the source of the gift. If the CEO identifies a pattern of giving, preferential treatment, or bribery, the issue will be escalated and reviewed by the Board, who will determine appropriate action.
8. Authorization to sign contracts and agreements is limited to the CEO, or a specific delegate of World U.P. that has been approved by the CEO or Board of Directors in writing.
9. Communication to the press is limited to the CEO or specific delegate of World U.P.
10. Personnel will comply with all World U.P. policies. It will be presumed that all Personnel have annually read and understood the expectations. Violation of any policy or procedure may lead to probation or termination.
11. Leave & Time-Off
  - a. Long-term volunteers, Interns, and other Non-Compensated employees are encouraged to take time away from World U.P., as needed.
  - b. All Personnel and Directors shall take reasonable efforts to assure that their roles and responsibilities are covered in the instance that their time away will not permit them to complete their committed responsibilities to World U.P.
  - c. Additional leave and time-off policies may be outlined in an Employee or Internship Agreement.

## C. Recruiting and Hiring

### 1. Open Positions

All open positions will be posted in the channel and method appropriate to identify qualified candidates for the specific job requirements.

### 2. Application Process

When posting positions to the public, the minimum requirements for applying for open positions are resume and cover letter. The CEO or hiring committee may request other documents depending on the scope and responsibilities for the position.

### 3. Reference Checks Process

For qualified candidates, at the discretion of the CEO or hiring committee, World U.P. may request references and the completion of a background check, which may span the nation, state, or localities, and include a driving history, as necessary for the position's geographical scope and responsibilities

### 4. Position Descriptions

All positions posted to the public shall be displayed in a standard template which, at minimum, outlines the Roles & Responsibilities required for the position.

### 5. Introductory Period

An introductory probation period up to ninety (90) calendar days may be required to provide Personnel and World U.P. the opportunity to assess whether the Employee is suited for the position. During the probationary period, the Employee is restricted from using any benefits as outlined in the Employee agreement such as education stipend or paid vacation leave.

## D. Separation From World U.P.

1. A two week notice is expected from any Personnel. A week notice of Separation will be given by World U.P. unless there is an egregious violation of policy.
2. All World U.P. Property within control of the Personnel will be returned within 7 days of the last day of employment. Property includes any communication or documentation stored outside the approved World U.P. document retention systems.

3. Upon the date of separation, World U.P. may terminate the Personnel's access to any or all technology platforms, and any other World U.P. asset.

## E. World U.P. Policies & Procedures References

### 1. Conduct

The following policies are to be followed by all Personnel. It's presumed that by acknowledging this policy, the signor has reviewed, understood, and agreed to their terms. As applicable, the signor also understands they must complete any applicable forms in a truthful and ethical manner. They are linked for access.

- i. All Personnel shall conduct themselves in accordance with the World U.P. [Code of Ethics](#) (Adopted 10/18/2020)
- ii. Annually, and as new conflicts arise, all Personnel shall complete the World U.P. [Conflict of Interest Disclosure Form](#) (Adopted 10/18/2020)
- iii. All Personnel shall read, understand, abide by World U.P.'s Zero-Tolerance [Harassment Policy](#) (Adopted 9/15/2021)
- iv. All Personnel shall comply with the World U.P. [Purchasing Policy](#) (Adopted 10/18/2020)
- v. All Personnel understand that World U.P. maintains an environment of openness by their adoption of a [Consensus Policy](#) (Adopted 10/18/2020)
- vi. All Personnel understand that World U.P. aims to protect those who do the right thing, and have read and acknowledged the World U.P. [Whistleblower Policy](#) (Adopted 10/18/2020)

### 2. Property, Work Materials, & Technology Use

General Use of Equipment shall be in accordance with the following World U.P. Policies and applicable laws.

- i. Work Materials should not be used for purposes outside the activities of World U.P.
- ii. Personal files are owned by the Personnel and not the property of World U.P. However, Personal files that remain in World U.P. storage after separation from World U.P. will then be World U.P. property and may be destroyed at the discretion of the CEO or Board of Directors.
- iii. All Personnel shall maintain business records in accordance with the [Records Retention Policy](#) (Adopted 2/21/2021)
- iv. Personal Property brought by the Employee that is damaged or destroyed is at the risk of the Employee. World U.P. is not liable

for damaged Personal Property. The property must be removed by a separated Personnel. If it's not removed within a reasonable period of time, it will be disposed of at the sole discretion of the CEO.

### 3. Performance and Conflict Resolution Policies

The following policies have been adopted, in accordance with applicable laws, to support the performance and ethical conduct of Personnel.

- i. [Conflict Resolution Policy](#) (Adopted 10/18/2020)
- ii. [Performance Management Policy](#) (Adopted 2/21/2021)

### 4. Non-Disclosure of Information

World U.P. is entrusted with sensitive information about the community, our donors, and the clients we serve. All Personnel are required to take reasonable steps to protect that information. As such, the following policies have been adopted:

- i. All Internship, Employment, and Service Agreements shall contain Non-Disclosure provisions.
- ii. All other Personnel that are not engaged under a formal Agreement, shall abide by the provisions of non-disclosure to protect sensitive World U.P. donor and client information, as outlined in [Attachment A](#).

### 5. Waiver of Liability

World U.P. is a grass-roots humanitarian organization with limited resources, and a commitment to serve the public. As such:

- i. For the term of their engagement with World U.P., personnel shall waive their rights to hold World U.P. liable, as outlined in [Attachments B and C](#).
- ii. Short-term volunteers shall be required to sign a waiver of liability prior to engagement at World U.P. events.

### 6. Other Policies.

Enclosed for transparency are the other policies and documents enacted to support World U.P.'s mission.

- i. [Articles of Incorporation](#)
- ii. [Bylaw Updates](#) (Adopted 10/18/2020)
- iii. [Funds Solicitation & Acceptance Policy](#) (Adopted 10/18/2020)
- iv. [Board Management Policy](#) (Adopted 4/18/2021)
- v. [Board Resignation Form](#) (Adopted 1/17/2021)

## Section II: Salary and Benefit Administration for Compensated Staff

These provisions are only applicable to Employees and Interns that receive Compensation or Other Benefits from World U.P. as outlined in the Employment or Internship Agreement

### A. Compensation Philosophy

World U.P. establishes wages that meet Federal and State guidelines, and may also consider experience, organizational budget, and competitive wages set within the industry. Compensation shall be established in Employment or Internship Agreement.

### B. Compensated Categories

#### 1. Full Time

- a. FLSA Exempt Employee - Staff that is not entitled to overtime pay and shall receive a salary rather than an hourly wage above the federal minimum.
- b. FLSA Non-exempt Employee - Staff that shall not be permitted to work more than an average of 40 hours per week or 80 hours during a two-week pay period, unless otherwise notified in writing by the Employer and agreed upon by the Employee. A Full-Time Non-exempt employee is entitled to overtime pay of not less than one-and-a-half times their hourly rate for any hours worked beyond 40 hours per week or 80 hours during a two-week pay period

#### 2. Part Time

Staff Employee that shall not be permitted to work more than an average of 20 hours per week or 40 hours during a two-week pay period, unless otherwise notified in writing by the Employer and agreed upon by the Staff Personnel. Part time Staff are entitled to overtime pay of not less than one-and-a-half times their hourly rate for any hours worked beyond 20 hours per week or 40 hours during a two-week pay period.



## C. Benefits

### 1. Benefits Overview

World U.P. does not offer any benefits with exception to leave and education assistance as outlined below, or as agreed to in an Internship or Employment Agreement.

### 2. Statutory Benefits

World U.P. follows Federal and State guidelines for Workers Compensation, Social Security, and Unemployment requirements, payment of which are managed by Payroll Processor.

### 3. Education Assistance

World U.P. values continuing education. Where budget permits, and with Board approval, World U.P. may provide up to \$500 per Staff member per calendar year in education assistance to be used for professional development or as the Employee with approval from the CEO deems necessary. Education assistance and professional development funds do not carry forward. Any unused funds are forfeited.

## D. Timesheet Policy

1. Exempt Employees are required to establish a working calendar with their supervisor to assure their commitments are met.
2. Employees receiving hourly-based compensation are required to submit hours worked in a timely manner to the Payroll Processor.
3. If the Employee is non-exempt, overtime is paid at a rate of not less than one-and-a-half times their hourly rate for any hours worked beyond 20 hours per week for Part-Time Employees and 40 hours per week for Full-Time Employees.

## E. Pay Periods

1. Employees are paid on a bi-weekly basis with pay periods on the middle and end of the month.
2. Payroll is delayed 1 week (approximately 7 days) to allow for processing. (Example: Pay date is 7/17/2020 includes hours worked from 6/27/2020 - 7/10/2020.)

## F. Pay Deductions and Setoffs Policy

In the event an Employee is overpaid due to their error or World U.P.'s error, the Employee must reimburse World U.P. for the overage.

## G. Direct Deposit Policy

All payroll is directly deposited via the payroll processor to the Employees bank account.

## H. Personnel Data Changes Policy

Personnel data is managed to mitigate the risk of World U.P. holding any sensitive information. If any information needs to be changed, the Employee must change the data via the payroll processor.

## I. Pay Advance Policy

World U.P. does not allow pay advances.

## J Leave and Paid Time Off

### 1. Compensation Time Off Policy

- a. Compensated Employees and Interns are entitled to time off equal to one week of the allowable hours worked per calendar year. (i.e. a part-time Employee cannot work more than 20 hours per work, so they are entitled up to 20 hours of paid time off per calendar year.)
- b. Paid time off does not carry forward and expires at the end of the calendar year. Any unused time off is forfeited.

### 2. Holidays

- a. World U.P. recognizes all Federal and Bank holidays, and chooses not to permit working or approve hours worked on those days. Any work completed should be with prior approval of the CEO.
- b. World U.P. may elect to identify other Holidays in addition to the Federal and Bank Holidays. World U.P. shall communicate these to Employees at least 7 calendar days prior to implementation. World U.P. may not approve hours worked on those days. Any work completed should be with prior approval of the CEO.

### 3. Sick Leave and Vacation Policy

- a. Employees are entitled to time off equal to one week of the allowable hours worked per calendar year. (i.e. a part-time Employee cannot work more than 20 hours per work, so they are entitled up to 20 hours of paid time off per calendar year.)

- b. Paid time off does not carry forward and expires at the end of the calendar year. Any unused time off is forfeited.
4. FMLA/State FMLA, Military Leave Policy, & Jury Duty  
Employees requesting any FMLA, Military, State Mandated Pay in accordance with applicable State Law, or Jury Duty leave will do so without pay. Upon written notification from the Employee, World U.P. will hold the position of the Employee until the Employee returns from leave.

### Section III: Deviations to Policy

Any proposed agreement or contract that contains provisions which directly conflict with the terms of this policy must be reviewed and approved by the Board.

### Section IV: Personnel Acknowledgement

I, \_\_\_\_\_, acknowledge by the signature below that I have read, understand and accept the expectations outlined in this policy.

Printed Name:

Date:

## Attachment A: Non-Disclosure

I. Confidential Information. The term "Confidential Information" includes, but is not limited to, all information owned by the World U.P. and not generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Personnel in the scope and course of their relationship with the World U.P., relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, World U.P. lists, World U.P. instructions, intellectual property, donors, donor lists, volunteers, volunteer lists, Board Members, Board Member lists, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any World U.P., operational methods, economic and business analyses, models, strategies, and Internshipions, promotion methods, trade show information and contacts, and other proprietary information relating to the business of the World U.P. and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value.

II. Non-Disclosure. The Personnel agrees that it shall have the obligation to:

(a) hold the Confidential Information in the strictest of confidence;

(b) not use the Confidential Information for any personal gain or detrimental to the World U.P.;

(c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;

(d) not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect to the transaction; and

(e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Personnel of their confidentiality obligations hereunder.

(f) remove any Confidential Information, including but not limited to any World U.P. or donor information prior to sharing the work Internship as an example within its Internship portfolio.

III. Exceptions to Confidential Information. The Personnel shall not be restricted from disclosing or using Confidential Information that:

- (a) was freely available in the public domain at the time it was communicated to the Personnel;
- (b) subsequently came to the public domain through no fault of the Personnel;
- (c) is in the Personnel's possession free of any obligation of confidence at the time it was communicated to the Personnel;
- (d) is independently developed by the Personnel or its representatives without reference to any information communicated to the Personnel;
- (e) is provided by Personnel in response to a valid order by a court or other governmental body, as otherwise required by law; or
- (f) is approved for release by written authorization of an officer or representative of the World U.P..

#### IV. Intellectual Property & Internship Developments Ownership.

- (a) All World U.P. intellectual property, trademarks, and copyrights from this Internship will remain the property of World U.P.
- (b) During the life of this Internship and agreement, any marketable technology developments will be jointly owned by the parties. Intern will retain the rights to any technical developments, including but not limited to source code. Any branding, marketing, or other non-technical components of the development will be owned by World U.P. If a marketable technology is identified, the parties will enter into a separate agreement to outline profit-sharing, royalties, and other business details in bringing that product to market.

V. Use or Disclosure of Confidential Information. Personnels shall only use the Confidential Information as directed and not for its own purposes or the purposes of any other party. Personnels shall disclose the Confidential Information received under this Agreement to any person within its organization only if such persons are on a "need to know" basis. Personnels shall advise each person to whom disclosure is permitted that such information is the confidential and proprietary property of World U.P. and may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Personnel, its employees, agents, representatives, successors, heirs and assigns.

VI. Notice of Disclosure. In the event that the Personnel receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Personnel agrees, if legally permissible, to (a) promptly notify the CEO of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the CEO on the advisability of taking legally available steps to resist or narrow such request or requirement

and (c) assist the World U.P. in seeking a protective order or other appropriate remedy; provided, however, that the Personnel shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that the World U.P. waives compliance with the provisions hereof, the Personnel shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Personnel not permitted by this Agreement.

VII. Confidentiality Term. This Agreement, with respect to Confidential Information, will remain in effect for perpetuity.

VII. Return of Confidential Information. Upon request from the World U.P. or upon the termination of negotiations, Personnel will promptly deliver to World U.P. all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Personnel shall also return to World U.P. all equipment, files, and other personal property belonging to World U.P.. Personnel shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

## Attachment B: Waiver of Liability

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL VOLUNTEER ACTIVITIES ASSOCIATED WITH The World U.P. Foundation's ("World U.P.") for the duration of my engagement with them, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

By participating in this Activity, I certify and acknowledge the following:

- ✓ I am physically fit and I certify that there are no health-related reasons or problems which preclude my participation in this activity;
- ✓ I affirm to protect the confidentiality of those who are served by this volunteer activity;
- ✓ I release the rights to photographs or images and allow World U.P. to use my image across any and all marketing platforms to promote their mission;
- ✓ I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this Activity, World U.P., and/or their directors, officers, employees, volunteers, representatives, and agents, and the Activity holders, sponsors, and volunteers;
- ✓ I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
  - INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this Activity, whether caused by the negligence of release or otherwise.
  - I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

## Attachment C: COVID-19 Safety Acknowledgment

### COVID-19 SAFETY INFORMATION

While participating in events held or sponsored by the World U.P. Foundation, (“World U.P. ”) “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, World U.P. has put in place preventative measures to reduce the spread of COVID-19. However, World U.P. cannot guarantee that its Personnel, participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in World U.P. events and/or other face-to-face fundraising activities. By attending a World U.P. event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past seven (7) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among other symptoms communicated by the Centers for Disease Control and Prevention (“CDC”), which have been available for my review by World U.P.; or
2. Individuals who have traveled at any point in the past seven (7) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

### DUTY TO SELF-MONITOR

Personnel agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact World U.P. CEO if he/she experiences symptoms of COVID-19 within 7 days after participating or volunteering with World U.P.

### LIABILITY WAIVER AND RELEASE OF CLAIMS

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with World U.P., and I willingly engage in World U.P. events and/or other fundraising activities.

### RELEASE AND WAIVER

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST WORLD U.P. AND ITS AFFILIATED



PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

#### ASSUMPTION OF THE RISK.

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm, and loss associated with the Activity, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties.

#### MEDICAL ACKNOWLEDGMENT AND RELEASE.

I acknowledge the health risks associated with the engagement. I agree that if I experience any symptoms during the participation, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

BY ATTENDING AND/OR PARTICIPATING IN AN ACTIVITY, I HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.