



EVERY CHILD A SWIMMER™ SWIM LESSON PROVIDER INTERNATIONAL SWIMMING HALL OF FAME MEMBERSHIP

The International Swimming Hall of Fame Swim Lesson Provider Annual Membership Benefits - \$500

The International Swimming Hall of Fame (ISHOF) created a special membership category for Swim Lesson Providers to provide marketing benefits to its Every Child A Swimmer Mission. The following are the benefits to becoming an ISHOF member:

1. Use of Every Child A Swimmer Logo (See Attached License Agreement)
2. Achievement Certificates for Swimmers (See Attached Sample Certificate)
3. Ability For Parents to Register Certificate Holders Names and Images online at the EveryChildASwimmer.org
4. One time featured article about your program to be featured in Swim School Spotlight to be published on SwimmingWorld.com and EveryChildASwimmer.org
5. Corporate Membership to the International Swimming Hall of Fame
 - Corporate membership certificate for display at place of business
 - Discounted tickets to ISHOF events and Induction ceremony
 - One ISHOF embroidered polo shirt, pin and patch
 - Full access to all *Swimming World*, *Swimming World Biweekly* and *Swimming Technique* digital publications in the digital vault back to 1960
 - Annual ISHOF yearbook with your name listed
 - (Tax Deductible)

For accreditation purposes the Swim Lesson Provider acknowledges that it is a member in good standing of either the United States Swim School Association, Red Cross, YMCA, Boys Club, or a City Parks and Rec Program and implements best methods associated with industry swim lesson standards.

Furthermore, the Swim Lesson Provider agrees that swimming is defined as independent propulsion through the water from point A to point B while being able to take breaths as needed. It is also agreed that to be a safer swimmer you need the following BASIC skills:

- To be able to enter the water safely
- To get out of the water unassisted
- To tread water or hold resting float with the ability to transition into forward movement
- To be able to swim 25 yards independently while taking breaths as needed
- To have the emotional level to adapt to different water situations
- To understand important water safety rules such as kids always swim with adult supervision, never swim alone and wear life jackets in and around open water

These are basic guidelines and are not intended to be a final measure of swimming ability. There are a variety of factors that impact someone's ability to swim such as environment, mental maturity, and water temperature to name a few.

EVERY CHILD A SWIMMER™ SWIM LESSON PROVIDER LOGO LICENSE
AGREEMENT

License agreement made on _____, between _____ (the “licensee”) and the International Swimming Hall of Fame, a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal office located at One Hall of Fame Drive, Fort Lauderdale, FL 33316 (the “licensor”).

RECITALS

A. The licensor is the sole and exclusive owner of, and has the sole and exclusive right to grant licenses for the Every Child A Swimmer logo produced by licensor under Copyright Laws of the United States here forth described as “works” and submitted to licensee via electronic or postal means.

B. Logo:



C. Without admitting the validity of the above-mentioned copyrights, the licensee wishes to acquire the right and license to reproduce works for public display and marketing.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

ARTICLE ONE: PRE-REQUISITES AND GRANT OF LICENSE

The licensor grants to the licensee the non-exclusive right and license to the reproduction of works submitted to licensee via postal or electronic means, unless this agreement is terminated prior to such term or terms, as provided below.

ARTICLE TWO: INFRINGEMENT

The licensee shall have the sole responsibility and right to institute and prosecute any and all suits to enjoin any and all infringers of the above-mentioned works; and from time to time during the continuance of this agreement, and at its own expense, may institute any suit or suits which it may deem necessary. The licensee shall have the sole right to institute and prosecute such suits, and to employ its own counsel for such suits; and licensee shall pay for all services rendered by counsel so retained, and for all incidental costs and expenses.

ARTICLE THREE: JOINDER OF LICENSOR

The licensor agrees that the licensee may join as party plaintiff if the licensee should find it necessary or desirable in any suit or suits which the licensee may institute involving the above-mentioned Copyright, it being agreed that in such event the licensor shall not be chargeable for any costs or expenses by reason of being joined as party plaintiff, but that the licensee shall bear all such expenses.

ARTICLE FOUR: COOPERATION OF LICENSOR

The licensor agrees to execute any and all papers, documents or other instruments which may be found necessary or desirable to effect the right and license granted to the licensee; and also to execute any and all papers which may be found necessary or desirable in any suit or suits brought under and pursuant to this agreement; and the licensor further agrees that it will testify in any interference or litigation, whenever requested to do so by the licensee, all at the expense of the licensee.

ARTICLE FIVE: INVALIDITY OF LETTERS PATENT

If in any suit involving copyrighted works, under and pursuant to which the right and license has been granted, charging infringement of such right and license, any of the Copyrights should be declared to be invalid by the Court, or be construed by the Court as not to cover a defendant's apparatus, pertaining especially to works, then the fee agreed to be paid under this agreement shall afterwards be waived, and the licensee shall be immediately released of and from any and all obligations under this agreement.

ARTICLE SIX: TERMINATION

It is agreed that this agreement shall continue during the lives of the works.

ARTICLE SEVEN: BINDING EFFECT

This agreement shall bind and apply to the successors and assigns of the licensor, and may inure to the benefit of, may be transferable to, and be binding upon the successors and assigns of the licensee.

Signed

Signed

Brent Theodore Rutenmiller

Name: Brent Rutenmiller
ISHOF – CEO, President

Name
Title and Date



CERTIFICATE OF ACHIEVEMENT

THE INTERNATIONAL SWIMMING HALL OF FAME hereby recognizes that

IS NOW AS COMFORTABLE AND MOVES AS EASILY IN DEEP WATER AS ON LAND!

BRENT RUTEMILLER, PRESIDENT

DATE

LOCAL OPERATOR OF PROGRAM