



# **BE FEARLESS FOUNDATION**

## ***Elite Partner Referral, Liability & Indemnification Agreement***

**Be Fearless Foundation acts solely as a referral organization and does not provide, supervise, or control any services.**

### **1. Purpose**

BFF operates solely as a referral organization connecting youth to independent third-party providers.

### **2. Independent Contractor Status**

Partner is an independent entity and not controlled, supervised, or managed by BFF.

### **3. Full Responsibility**

Partner assumes full responsibility for all services, safety, supervision, and outcomes.

### **4. Insurance & Compliance**

Partner agrees to maintain appropriate and commercially reasonable insurance coverage consistent with industry standards for its services. Partner is solely responsible for determining the proper type and level of insurance required to operate its facility in compliance with applicable laws.

### **5. Indemnification & Defense**

Partner agrees to defend, indemnify, and hold harmless BFF and all associated parties from any claims, including attorney fees, arising from services, injuries, or negligence.

### **6. Zero Liability of BFF**

BFF has no liability for services, outcomes, injuries, or disputes.

### **7. Mental Health Compliance**

Partner is solely responsible for licensing, regulatory compliance, and patient care standards, including privacy obligations where applicable.

### **8. Martial Arts Risk (Applicable to Athletic Facilities Only)**

For partners providing martial arts or physical training services, Partner acknowledges inherent risks including potential injury and assumes full responsibility for those risks. This section applies only to physical training environments and does not apply to mental health service providers.

## **9. Safety & Waivers**

Partner must maintain safe practices and obtain their own waivers from participants where applicable.

## **10. Funding Collaboration**

Funding opportunities may be made available through donations and community support initiatives facilitated by the Be Fearless Foundation. Any such funding is limited to the availability of funds received and is not guaranteed. When available, funds may be applied, at the discretion of BFF, toward costs that support the growth, confidence, and development of the referred individual, including but not limited to mental health services, training or monthly tuition, competition fees, and uniforms or required equipment. All distributed funds must be used solely for the enrichment, support, and development of the referred individual.

## **11. Sponsorship & Funding Flexibility**

Sponsorships and financial assistance provided through BFF are based on available donations and are not guaranteed. BFF may modify or discontinue sponsorship support as needed based on funding availability and program needs. Any distribution of funds will be evaluated on a case-by-case basis, recognizing that some individuals may require more comprehensive support, while others may benefit from initial access or introductions to partner services.

## **12. Governing Law & Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located within the State of Florida, and the parties hereby consent to such jurisdiction and venue.

## **13. Mutual Promotion & Partnership**

This relationship is intended to be mutually beneficial between BFF and its partner organizations. BFF recognizes the importance of supporting and promoting the establishments and facilities where referred individuals receive services. Accordingly, BFF agrees to make reasonable efforts to market and promote partner organizations through its platforms and community outreach initiatives. In return, partner organizations are encouraged to support and promote the Be Fearless Foundation and its mission. Both parties acknowledge that continued collaboration and mutual promotion contribute to a stronger partnership and greater impact for the individuals being served.

## **FINAL ACKNOWLEDGMENT**

Both parties acknowledge and agree that the Be Fearless Foundation operates strictly and exclusively as a referral service. BFF does not provide, supervise, or control any services rendered by Partner or any third-party provider. All services, care, training, and outcomes are the sole responsibility of the Partner organization. This acknowledgment is a material term of this Agreement.

## Signatures

Be Fearless Foundation	Partner Organization
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____