

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOSTER PARENTS ASSOCIATION OF WASHINGTON STATE AND
THE EVERGREEN STATE VOLKSSPORT ASSOCIATION

I. Purpose

- A. The Foster Parents Association of Washington State (FPAWS) and the Evergreen State Volkssport Association (ESVA) enter into this Memorandum of Understanding for the purpose of establishing a framework for a cooperative relationship under which FPAWS and the ESVA can work together in areas of mutual interest.
- B. The FPAWS is a nonprofit organization that supports the children in foster care in Washington State through a network of county and local associations and support groups that have responsibility for caring for the children who have had to be removed from their birth homes. Foster families care for these children until they can be returned to their birth families or become adopted.

Walk Me Home is the signature fund-raising and awareness event for foster care in America. Walkers participate in Walk Me Home events, raising funds to support the life changing programs and activities of foster care associations throughout Washington State.

- C. The ESVA is the American Volkssport Association (AVA) club representing AVA clubs in Washington State. The American Volkssport Association is the premier walking association in the United States. It is a nonprofit organization that governs volkssporting activities in the United States. The ESVA is a nonprofit organization chartered by the AVA, whose purpose is to promote physical fitness through participation in volkssport events in Washington State. Volkssporting is a series of non competitive life sports such as walking, swimming and biking that combine physical fitness, fellowship and the opportunity to experience different scenic and cultural areas. Most events are walks, normally 5 to 10 kilometers long. AVA clubs are chartered by the AVA to conduct these life sport events.

Events fall into two categories. These are “traditional or regular events” held on one or two specific days when a number of participants gather to do these events at the same time. These are normally weekend events. Additionally, AVA clubs host “year-round and seasonal events” which provide established trails that may be used at anytime over an extended period of time from of a month to an entire year.

The AVA offers participants an opportunity to record their accomplishments in event participation and distances walked. Through the International Federation of

Popular Sports (IVV), the international governing body for volkssporting, individuals may earn special awards in both participation and distance achieved. The AVA operates this international awards program in the United States. A nominal fee (currently three dollars) is charged at the events to pay for the international credit. Participants who do not want to earn awards may normally walk the event at no cost.

II. Provisions

The FPAWS desires to have Walk Me Home events be volkssport walk events wherever possible. Walk Me Home events would be held in conjunction with an AVA club's sanctioned event. As such participants would all be volkssport participants and register using the volkssport waiver of liability. Walk Me Home events would extend over a 5k route option provided by the AVA club as part of their 10k or longer route. Insurance provided by the AVA for the sanctioned event covers all volkssport participants.

Volkssport events are open to the general public. Participants at events designated as Walk Me Home events need not, but may choose to, be raising money for the FPAWS or may choose to not be associated with the FPAWS in any way. Volkssport literature would be included in information given to Walk Me Home participants. FPAWS literature would be made available to volkssport participants. The ESVA and AVA clubs would be appropriately listed as sponsors of Walk Me Home events and logos of clubs, the ESVA and the AVA could be used on Walk Me Home websites if permission is given. AVA clubs would benefit from the publicity and sponsors provided by the FPAWS.

- A. The ESVA will promote the collaboration among Washington State volkssport clubs. Information will also be available on the ESVA website. Links between the ESVA website, the FPAWS Walk Me Home website and AVA club websites will be established if considered appropriate and feasible.
- B. Each AVA club is free to decide whether or not to collaborate with FPAWS. The ESVA and FPAWS will designate coordinators to assist AVA clubs and FPAWS in working together.
- C. FPAWS will provide all signage, printed materials, publicity, sponsors, volunteers and other materials necessary for Walk Me Home events other than those normally provided for a walk by the AVA club, such as walk route directions and route markings.
- D. AVA clubs who collaborate with FPAWS to host a Walk Me Home event will conduct the event in accordance with established AVA policies. This includes all aspects of the event from coordination to execution to clean up. FPAWS will provide personnel to assist as required and to handle specific Walk Me Home requirements.
- E. FPAWS and the AVA club who collaborate to put on a Walk Me Home event will work together to obtain any required permissions to use public

facilities.

- F. The selected event must be sanctioned by the AVA. The event walk must have a ten (10) kilometer trail. A shorter trail of at least five (5) kilometers will be offered for the Walk Me Home event.
- G. All events must be sanctioned at least ninety (90) days in advance and in accordance with normal AVA sanctioning procedures. All events must be open to the public.
- H. FPAWS will publicize the event and provide information about volkssporting and its award system to all participants. All participants less than 16 years old must participate with an adult. The adult can be a family member or other adult approved by the family and be willing to sign the AVA waiver for the parent.
- I. All participants who pay for credit will be given an AVA Insert Card stamped with the official IVV event stamp with the understanding that this Insert Card can be used for official credit toward international awards when it is submitted with an official AVA record book. Information about New Walker Packets will be given to all participants who do not already have AVA record books.

III. Period

The duration of the Memorandum of Understanding shall be from the latest date shown on the signature page until terminated by written notice from either party to the other. Notice will be delivered by email followed by hard copy addressed as follows, or to other individuals or addresses as either party may notify the other of in writing:

If to FPAWS:

Foster Parents Association of Washington State
PMB 274
1121 Harrison Ave
Centralia, WA 98531-1852
Attention: Mike Canfield.

If to the ESVA:

Evergreen State Volkssport Association
3742 SW 313th St
Federal Way, WA 98023-2142
Attention: President.

IV. Conditions

- A. Nothing in this Memorandum of Understanding shall be construed as obligating the ESVA or FPAWS to specific expenditures, any further program obligation or payments of money except as specifically stated in this document.
- B. The ESVA acknowledges that participation of FPAWS in events contemplated by this

Memorandum of Understanding shall be at the sole discretion of FPAWS.

C. The FPAWS acknowledges that ESVA member clubs are individually chartered by the AVA and that participation of any particular club in an event contemplated by this Memorandum of Understanding shall be at the sole discretion of each club.

D. In carrying out the conditions of the Memorandum of Understanding, there shall be no discrimination against any party for race, color, ethnic origin, citizenship, religion, age, sex, or disability.

E. FPAWS and ESVA acknowledge that each party may provide materials for the other's use that are protected by copyright including written, audio visual and electronic works or other proprietary information including membership data. Each party shall use the materials and information only for the purpose and in the manner agreed to by the providing party and shall not reproduce, distribute, sell or otherwise exploit them in whole or in part except with the express prior written permission of the providing party.

If, during the course of this affiliation, the parties jointly create any materials subject to copyright or other intellectual property protection, the parties shall agree at such time regarding the ownership of such jointly created materials. FPAWS and the ESVA acknowledge that materials or information may be provided by a local chartered affiliate or club and not the nation organization and use thereof shall be as permitted by the affiliate and club.

F. FPAWS and the ESVA acknowledge that each party owns certain trademarks and trade names, including "American Volkssport Association." Neither party shall use, reproduce, or exploit the trademarks of the other except for the purpose and in the manner agreed to by the trademark owner.

G. The independence or autonomy of either party shall not be inhibited by the Memorandum of Understanding and neither party shall be liable for the actions of the other.

H. This Memorandum of Understanding shall be governed by and construed according to the laws of the State of Washington. If a dispute arises out of or relates to this agreement or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Any controversy or claim arising out of or related to this agreement, or the breach thereof, not resolved through mediation, shall be settled by arbitration, held in Seattle, Washington, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

V. Modification

This Memorandum of Understanding will be reviewed annually to determine if modifications are required or desired. The terms of this Memorandum of Understanding may be modified at any time by mutual agreement in writing signed by both parties.

Evergreen State Volkssport Association
State

Foster Parents Association of Washington

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____