

STEMist Education Summer Camp Waiver and Media Release

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to participate voluntarily in the following activity or program (“The Activity”), I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** STEMist Education, its respective directors, officers, volunteers, and agents (collectively “The Releasees”), from liability **from any and all claims, including the negligence of The Releasees**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity.

Description of the Activity: STEMist Summer Camp, June 17th - 21st and June 24th - 28th at the Quinlan Community Center (Cupertino, CA).

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: I also agree to indemnify and hold The Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in The Activity, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

Image Release: I understand that my name, picture, voice, or likeness, and information related to my participation in The Activity, may be captured by photograph, videotape, audiotape or any other recording, (collectively “image”). I hereby grant to the grantees the irrevocable, perpetual and worldwide right to use, reproduce, publish, exhibit, distribute, and transmit my image in any media for any legitimate purpose. I waive the right to inspect or approve my image or materials that incorporate my image. I understand that I will receive no compensation in connection with the use of my image. I release The Releasees from any liability, damages, or claims resulting from the use of my image. I understand and agree that the terms of this paragraph are binding on my heirs, assigns, and legal representatives.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I confirm that I am agreeing freely and voluntarily, and **intend my registration to be a complete and unconditional release of all liability** to the greatest extent allowed by law.