

WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the Facilities ("Facilities") provided by Applied Medical Resources Corporation ("Applied Medical") for _____'s robotics program ("Program"), I, the undersigned
[insert robotics team name]

Participant or the parent/legal Guardian of a Participant under 18 years of age (collectively, "Participant" or "Participants"), expressly represent, understand, agree, and contract as follows:

On behalf of the Participants themselves and on behalf of the Participant's heirs, executors, administrators, successors, assigns, personal representatives, guardians, and estates, Participant understands and agrees that Applied Medical and its insurers, employees, officers, directors, agents, and associates (collectively, the "Released Parties") shall not be liable for any damages, costs, injuries, claims, rights or causes of action, judgments, settlements, or liabilities, present and future (collectively, "Claims") arising out of or related in any way to any personal or other injuries (including death) or property loss sustained by Participant in, on, or about, or while using the Facilities provided by Applied Medical, including Claims related to or arising out of the use of the Facilities, including injuries that result, in whole or in part, from the negligence of Applied Medical or any of the Released Parties.

By signing this agreement, Participant accepts and assumes full responsibility for any and all Claims, personal and other injuries, damages (both economic and non-economic), harm, losses of any type, which may occur to the Participant by way of Participant's use of the Facilities provided by Applied Medical or while engaging in any activity at the Facilities. Participant hereby fully and forever releases and discharges Applied Medical and the Released Parties from any and all Claims, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said Facilities, including Claims arising from or related to Participant's use of the Facilities provided by Applied Medical or while engaging in any activity at the Facilities provided by Applied Medical, to the maximum extent permitted by law.

Participant expressly agrees to indemnify and hold Applied Medical harmless against any and all Claims of any person or entity, including attorney's fees, that may arise as a result of Participant's use of the Facilities or while engaging in any activity at the Facilities.

Use of Applied Medical's Facilities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Participation in the Program is purely voluntary and Participant elects to participate in spite of the risks. Participant agrees to be primarily responsible for Participant's own safety and well-being. Participant agrees to conduct themselves in a controlled and reasonable manner at all times, and to refrain from using the Facilities in a manner inconsistent with its intended design and purpose. Participant understands that Applied Medical does not employ, supervise, or otherwise exercise authority or control over the coaches, mentors, or other participants of the Program.

Participant further understands and agrees that Applied Medical is not responsible for property that is lost, stolen, or damaged while in, on, or about, or while using the Facilities.

Participant agrees that this Waiver and Release of Liability 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.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT FOR MYSELF OR, IF PARTICIPANT IS UNDER 18 YEARS OF AGE, ON BEHALF OF MYSELF AND THE UNDERSIGNED PARTICIPANT MINOR WITH FULL KNOWLEDGE OF ITS CONTENT. IF PARTICIPANT IS A MINOR, I HEREBY REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT MINOR. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL FUTURE LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Print Name

Date

*Signature of Parent/Legal Guardian of Participant
if Participant is under 18*

Date