

EqOpTech Inc. – Workshop Attendee Liability Release Form

EqOpTech is pleased to invite scholars to attend computer workshop, speaker series and events to spark students' interest in the tech field. In order for you or your child to participate, we ask that you review the terms of this Participation Agreement and Release carefully before signing up.

PARTICIPATION AGREEMENT AND RELEASE FROM LIABILITY

By signing below, I hereby certify that I have all necessary rights and legal authority to enter into this Participation Agreement and Release ("Release"), on behalf of myself, or on behalf of the below named minor child ("the participant"), and I agree to the following terms for the participant to attend and participate in Computer Workshop & Speaker Series, hosted by EqOpTech Inc. ("EqOpTech") at the View Teen Center, 263 Escuela Ave, Mountain View, CA starting Saturday July 8th, 2017. ("The Tech Series").

Activities & Risks: I understand that while at The Tech Series the participant will be asked to participate in classes and hands-on activities such as working on a computer, and that as part of these activities the participant may have limited access to experimental technology, equipment and materials and facilities that are potentially dangerous. I understand that there are inherent risks of injury, property damage and loss associated with participation in The Tech Series. Additionally, while EqOpTech is sensitive to the prevalence of certain food allergies (e.g. peanuts and shellfish) EqOpTech cannot guarantee against any and all food related risks (allergic reactions or illness arising from consumption of food). I represent and warrant that I have carefully considered the risks involved and give consent for the participant to participate in all activities planned by EqOpTech in association with The Tech Series.

I expressly waive and release, and forever discharge EqOpTech, its agents, employees, officers, and directors from any and all claims, causes of action, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I, the participant, or any other person acting on behalf of the participant may have, arising from or related to the participant's participation in The Tech Series, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional misconduct. Without limiting the generality of the foregoing, I waive and release on my behalf and on behalf of the participant, any and all rights, actions or causes of action resulting from personal injury, illness, death damage or loss of property sustained in connection with the participant's participation in The Tech Series.

Health & Emergency Care: I acknowledge that the participant's participation in The Tech Series is voluntary, and represent that the participant does not have a physical or mental condition that prevents him or her from participating in The Tech Series in a manner that is safe for the participant or others and I understand it is my responsibility to consult with the participant's physician with regard to any condition or medication that may affect the participant's participation.

I grant permission to EqOpTech or those specifically authorized by EqOpTech, to administer first aid, as appropriate and in the case of an emergency, I grant EqOpTech permission to undertake appropriate steps toward the welfare of the participant, as may be required by the situation. I acknowledge that under no circumstances will EqOpTech be responsible for medical expenses arising from or connected to The Tech Series.

Photography & Marketing Release : I hereby consent to and authorize the use and reproduction by EqOpTech, or anyone authorized by EqOpTech, of any and all photographs and quotes that have been provided by the participant in relation to their participation in The Tech Series for any purpose, without compensation of any kind. All negatives, positives and digital copies, together with the prints, are owned by EqOpTech. EqOpTech reserves the right to use these photographs or quotes in any of its print or electronic publications.

I give permission to have myself included in pictures/video taken of activities in which I may participate while a part of EqOpTech Inc., California. In giving permission to have myself photographed, I also give permission to have my name listed. I understand that the images may be used in print publications, online publications, presentations, videos, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

General Terms & Jurisdiction: This Release contains the entire agreement between myself, the participant and EqOpTech, and supersedes any prior written or oral agreements between us concerning The Tech Series. The provisions of this Release may be amended only upon the prior written consent of all parties. This Release will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of EqOpTech, whether by agreement, by operation of law, or otherwise. The headings and captions used in the Release are for reference purposes only and should not have any effect on the interpretation of the agreement. This Release shall be interpreted according to the laws of California and any disputes arising out of the Release shall be litigated exclusively within the federal or state courts of Santa Clara County, CA, and I consent to personal jurisdiction in those courts.

Confirmation of Understanding and Agreement: As consideration for the participant's opportunity to participate in The Tech Series, I represent and warrant that I have read, understand and fully agree to the terms of the Release. I understand and confirm that by signing the Release I have given up considerable future legal rights. I have signed this Release freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Release of all liability to the full extent of the law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

| ame of Participant | |
|---|--|
| articipant Signature Date | |
| ame of Parent/Guardian (if the Participant is a minor child) | |
| arent/Guardian Signature (if the Participant is a minor child) Date | |