

**ROBOT HEART FOUNDATION
WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**PLEASE READ THIS RELEASE AND WAIVER CAREFULLY BEFORE YOU SIGN IT.
BY SIGNING THIS DOCUMENT, YOU WILL BE WAIVING LEGAL RIGHTS.**

Voluntary Participation

The minor named below has voluntarily requested to participate in certain activities sponsored by **Robot Heart Foundation** ("RHF"). In consideration of the minor's participation in the the program, I agree as follows:

Assumption of Risk

I ACKNOWLEDGE THAT THE MINOR'S PARTICIPATION IN THE EVENT IS VOLUNTARILY AND SOLELY AT MY REQUEST AND RISK. I AM AWARE THAT SOME PARTICIPANTS IN THE PROGRAM MAY ENGAGE IN ACTIVITIES **SUCH AS ART AND MUSIC WORKSHOPS** AND THAT BY ENGAGING IN THE ACTIVITIES, THE MINOR MAY BE INJURED OR KILLED. I AM AWARE OF THE RISKS OF PARTICIPATING IN THE ACTIVITIES AND THE RISKS OF ENGAGING IN PHYSICAL EXERCISE. I AM AWARE OF THE RISKS OF PARTICIPATING IN THE ACTIVITIES AND THE RISKS OF ENGAGING IN THE ACTIVITIES, EVEN WHERE SAFETY PRECAUTIONS ARE PROPERLY FOLLOWED. THE MINOR IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF ALL OF THE DANGERS INVOLVED, WHICH INCLUDE ALL DANGERS RELATED TO THE ACTIVITIES, AND I HEREBY AGREE THAT I AND THE MINOR ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, AND VERIFY THIS ASSUMPTION OF RISK BY PLACING MY INITIALS HERE: _____.

Waiver of Liability and Indemnification

I acknowledge that Robot Heart Foundation has offered to allow the minor to participate in the Event. In exchange for such participation, I, on behalf of myself and the minor, agree to waive, release and discharge Robot Heart Foundation and its successors, affiliates, subsidiaries, representatives, employees, agents and assigns from any and all claims, liabilities, obligations, demands and causes of action whatsoever, whether known or unknown, including, without limitation, claims for personal injury, wrongful death, property loss or damage, costs, charges, attorneys' fees, court costs and other expenses of any kind resulting from the negligence or other acts, howsoever caused, by any employee, agent, contractor or invitee of Robot Heart Foundation arising out of or relating in any way to the minor's participation in the Event. I also agree to indemnify Robot Heart Foundation and its directors, officers, agents and employees against any and all such Claims to the maximum extent permitted by law.

Miscellaneous

This Agreement is a fully integrated, final and complete statement of this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions remain enforceable and the invalid provision shall be enforced to the maximum extent permitted by law. This Agreement shall be governed by the law of the state of Delaware without regard to its choice-of-law provisions and I hereby consent to exclusive jurisdiction and venue in the state and federal courts in the state of Delaware.

Knowing and Voluntary Execution

I hereby warrant that I am of full age and have every right to contract for the minor in the above regard. I state further that I have read the above release and agreement, prior to its execution, and that I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Signature

Printed Name

Printed Name of Minor

Relationship to Minor

Address of Minor

Date