

PARTICIPANT RELEASE AND INFORMED CONSENT AGREEMENT

The undersigned, on behalf of myself if I am participating and/or my minor child listed below if he or she is participating ("**Participant**"), give permission for Participant (1) to visit the mobile laboratories and other facilities (including but not limited to Drop Anywhere Labs, MdBioLab, Mobile eXploration Lab and/or YSEP) of Learning Undefeated, Inc., a Maryland corporation ("**Learning Undefeated**"), (2) to take part in the activities on such facilities and of Learning Undefeated, and (3) to handle and use sensitive scientific equipment, computers, materials and chemicals.

In connection with and in consideration of Participant's participation, the undersigned, on behalf of myself, Participant and any heirs, personal representatives and assigns, acknowledge, agree and consent as follows:

1. **Voluntary.** Participant's participation is completely voluntary. Participant is not required to participate. The undersigned and Participant voluntarily assume all responsibility and all risk of loss, damage, illness and/or injury to person or property which Participant may sustain in connection with Participant's participation.

2. **Follow Rules.** Participant will abide by and follow all applicable laws, all applicable expectations, rules and standards of conduct of Learning Undefeated, and all directions and instructions of Learning Undefeated and its personnel. Learning Undefeated reserves the right to limit or terminate Participant's participation if, in the sole discretion of Learning Undefeated or its personnel, Participant's actions or conduct do not conform to the foregoing, or otherwise are dangerous, destructive or disruptive.

3. **Medical.** The undersigned and Participant represent and warrant: (a) that Participant has adequate medical, health and/or other insurance, and (b) that Participant has no physical, medical, health related or other problems which would preclude or restrict Participant's participation or otherwise render Participant's participation dangerous or harmful to Participant or to others. Should Participant require emergency medical treatment or first aid as a result of illness or injury arising out of or relating to Participant's participation, the undersigned and Participant consent to such emergency medical treatment or first aid.

4. **Release.** To the fullest extent permitted by law, the undersigned and Participant irrevocably release and discharge, agree not to sue and agree to indemnify and hold harmless, Learning Undefeated, and their affiliates, members, directors, officers, employees, volunteers, agents and representatives (collectively, "**LU Parties**") from and against any liabilities, claims, demands and causes of action on account of any loss, damage, illness, death and/or injury to person or property arising out of or relating to Participant's participation, whether due to negligence, mistake or other action or inaction of any person or entity. In no event are any LU Parties liable for consequential, exemplary, extraordinary, incidental, indirect, special or punitive damages or for any damages whatsoever, whether in contract, negligence or other tortious action, arising out of or relating to Participant's participation.

5. **Photos, Images.** Learning Undefeated has the right to take photos and record audio/video images of Participant, to use them, and to reveal or use Participant's name in connection with them, for educational and/or promotional purposes. Any right to exhibit them (including on Learning Undefeated's web site, social media, or promotional use) is released irrevocably to Learning Undefeated and its partners, and any right, claim or interest that the undersigned and/or Participant may have to control the use of Participant's identity or likeness in them, including libel or invasion of privacy is waived irrevocably. Any educational and/or promotional use of same may be made without compensation or consideration to the undersigned and/or Participant.

6. **Program Evaluation.** Participant agrees to participate in Learning Undefeated's program evaluation surveys. Participant understands that no identifying information is required or will be collected and that any demographic information is optional.

7. If any portion of this Agreement is held invalid, the balance of this Agreement, notwithstanding, continues in full force and effect.

8. The undersigned have read and fully understand this Agreement and agree to its terms and conditions.

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| Signature of Parent/Guardian Having Care/Custody of Participating Minor | Name of Parent/Guardian | Date |
| Signature of Participant | Name of Participant | Participant's Age |
| School/Organization | Emergency Telephone (For Participant) | |