

MIT.NANO IMMERSION LABORATORY LIABILITY RELEASE

(MIT ID #, if applicable)

(Last Name)

(First Name)

Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Liability Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology, including MIT.nano ("MIT").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed as a result of participation in the use of any tools, equipment or facilities (collectively, the "Facilities") located in, or that I've been authorized in writing to use outside of, MIT.nano's Immersion Lab, (the "Activity"). As the undersigned Releasor, I understand that MIT does not require me to participate in this Activity, and makes no representations or warranties regarding my intended application(s) of the Activity, but I want to do so despite the possible dangers and risks. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from, or associated with, this Activity, and I release MIT and all of their respective affiliates, departments, employees, agents, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with this Activity, including any injury, illness, or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, illness, damages, including, without limitation, damage to the Facilities, or losses I may incur. I understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law. I also agree to comply with any policies provided or posted by MIT.nano regarding use of the Facilities.

As the undersigned Releasor, I recognize that I'm not authorized to use the name "Massachusetts Institute of Technology", or any abbreviation, variation or adaptation thereof, or the name of any of its members, trustees, officers, employees, students or affiliates, or any trademark owned by MIT, in any written material or for any promotional purpose or other public announcement or disclosure without the prior written consent of MIT, which must be obtained from MIT's Office of Communications.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

X_____

(Releasor's Signature)

X_____

(Parent's Signature, if Signatory is under 18 years of age)

(Date)