

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Please initial next to each paragraph after you have read it, to show that you have read it and agree. As used below, "BAE SYSTEMS" shall mean its officers, directors, employees, agents and assigns, or any third party designated and approved by BAE SYSTEMS at any time. As used below, "Participant" shall mean any individual, student, mentor, teacher or volunteer involved in visiting the BAE facilities in New Hampshire on \_\_\_\_\_ (date) ("Event").

\_\_\_\_\_ 1. I, \_\_\_\_\_ (name), of \_\_\_\_\_ (address), \_\_\_\_\_ (city), New Hampshire, acknowledge that I have voluntarily applied to participate in the Event as a Participant. As lawful consideration for being permitted to participate in the activities scheduled and associated with the Event, Participant hereby agree to the following:

\_\_\_\_\_ 2. I am fully cognizant of the risks in participating in the Event and acknowledge that I and/or my family, including minor children, are fully capable of participating in the Event. I am willingly assume full responsibility for the risk of bodily injury (including, without limitation, death) and property damage, inherent in such participation.

\_\_\_\_\_ 3. I agree that any bodily injury; death or loss of personal property and expenses as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are my responsibility. To the fullest extent permitted by applicable laws, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAE SYSTEMS FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE WHILE I AM PARTICIPATING IN THE EVENT. I EXPRESSLY WAIVE ANY CLAIMS OR CAUSES OF ACTION WHICH I MAY NOW OR HEREAFTER HAVE AGAINST BAE SYSTEMS ARISING OUT OF MY PARTICIPATION IN THE EVENT, AND I WILL INDEMNIFY AND HOLD HARMLESS BAE SYSTEMS AGAINST ANY AND ALL CLAIMS RESULTING FROM SUCH PARTICIPATION.

\_\_\_\_\_ 4. To the fullest extent permitted by applicable laws, I assume full responsibility for the risk of bodily injury, death or property damage DUE TO THE NEGLIGENCE OF BAE SYSTEMS AND I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAE SYSTEMS FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE WHILE I AM PARTICIPATING IN THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF BAE SYSTEMS OR OTHERWISE. I EXPRESSLY WAIVE ANY CLAIMS OR CAUSES OF ACTION WHICH I MAY NOW OR HEREAFTER HAVE AGAINST BAE SYSTEMS ARISING OUT OF BAE SYSTEMS OWN NEGLIGENCE OR OTHERWISE, AND I WILL INDEMNIFY AND HOLD HARMLESS BAE SYSTEMS AGAINST ANY AND ALL POTENTIAL CLAIMS.

\_\_\_\_\_ 5. I hereby grant to BAE SYSTEMS permission to use my photographic likeness or videotape of my participation in activities held at the Event in their promotional, informational, and educational materials.

\_\_\_\_\_ 6. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that if any such portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ 7. This Release shall be binding upon my heirs, personal representatives and assigns, and me. It shall be governed by and construed under the laws of the State of New Hampshire without regard to conflicts of law principles. Venue for any legal action arising out of or in connection with this Release shall be in Hillsborough County, New Hampshire and jurisdiction shall be vested exclusively in the Superior Court in and for Hillsborough County, New Hampshire, or, if appropriate, in the Federal District Court of New Hampshire. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

\_\_\_\_\_ 8. I have read and voluntarily sign this Release and Waiver of Liability and Indemnity Agreement, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Address

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Age \_\_\_\_\_ Sex \_\_\_\_\_

For those persons under the age of eighteen (18) years: I hereby consent and agree to the above as the Parent/Legal Guardian of \_\_\_\_\_ (minor's name) in which case, "Participant", "I", "me" and "my" as used herein shall refer to said minor.

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Print Name