

NIMBLE LIABILITY & MEDIA WAIVER

REQUIRED ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT In consideration of the services provided by the National Institute for Mentoring Business Leaders & Entrepreneurs (NIMBLE, FEIN 82-4808912), its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "NIMBLE") in conjunction with a NIMBLE program (Startup Accelerator, Innovation Lab, Internship, Fundraiser or other activity) ("Event"), I hereby agree to release, hold harmless, and discharge NIMBLE, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated. I further certify that I am willing to assume the risk of any medical or physical condition the participant may have.
2. I expressly agree and promise to accept and assume all of the risks existing in this Event. Participation in this Event is purely voluntary, and participation is elected despite the risks. I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during participation in the Event, with the understanding that the cost of any such treatment will be solely my responsibility.
3. I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against NIMBLE that relate in any way to any activity I or my child undertakes in conjunction with the Event, including transportation to and from the Event. Note: We may be walking to/from the Event for lunch or other breaks, possibly crossing El Camino Real, San Antonio Rd. or other busy streets in the area.
4. Should NIMBLE or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I understand that NIMBLE does not maintain an insurance policy that would provide coverage in the event of injury during the Event. I certify that I have adequate insurance to cover any injury while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
6. I understand that NIMBLE may photograph, film, and/or record ("Medium") participation in the Event. I authorize NIMBLE to use Medium and my likeness in conjunction with any NIMBLE marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that will not be compensated for such use. You have permission to use the content.

In the event that I file a lawsuit against NIMBLE, I agree to do so solely in the State of California, and I further agree that the substantive law of California shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement.

I further certify that I have read and understood it, and I agree to be bound by its terms. I further acknowledge that this document contains a negligence waiver and indemnification provisions.