



LIABILITY RELEASE & WAIVER AGREEMENT

This Document Affects Your Legal Rights. Please Read It Carefully.

IF YOU ARE ENTERING INTO THIS LIABILITY RELEASE & WAIVER AGREEMENT ("AGREEMENT") ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "I" SHALL REFER TO SUCH ENTITY IN ADDITION TO YOURSELF AS AN INDIVIDUAL.

On behalf of _____ ("Company"), including all of Company's officers, employees, agents, guests, and consultants participating in the provision of services hereunder and myself as an individual, I recognize that there are inherent risks in providing services at Toshiba's location in Durham, NC (the "Services"), including but not limited to risk of accidents, property loss or damage, serious injury, disability, or death. I acknowledge this list is not inclusive of all possible risks associated with providing the Services and that the list in no way limits the scope of this Agreement. Knowing of the possible risks involved, I certify that I am fully capable of providing the Services, am in good health, and have no physical limitations that would preclude meeting the obligations contained in this Agreement.

In consideration for being permitted to provide the Services, I further understand and agree as follows:

1. For the purpose of this Agreement, all references to "Toshiba" include its affiliates and successors, and each of their respective officers, employees and agents.
2. I agree to provide the Services as an independent contractor according to the provisions and expectations of this Agreement and any exhibits attached hereto.
3. I understand and agree that Toshiba shall not be liable for any loss, damage or injury resulting from any of my negligent acts or willful misconduct on my part.
4. I agree that my participation as an independent contractor is voluntary and, based on my knowledge and expertise, I personally assume all risks in connection with providing the Services. I hereby expressly forever release Toshiba from any claims, demands, injuries, damages, actions or causes of action whatsoever resulting from any of my negligent acts or willful misconduct.
5. I understand this is a binding agreement that supersedes any other agreements or representations and is intended to provide a comprehensive waiver and release of liability to Toshiba. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
6. I further give my permission to Toshiba to use photographs and any other electronic recordings taken of me performing the Services required by the Agreement for its promotional purposes without any cash considerations or payments to me.
7. I hereby release from liability and agree to indemnify and hold harmless Toshiba and all its employees, representatives and agents (responsible for arranging travel, meals, and accommodations) from any and all liability for personal injuries (including death), property loss or damages resulting from activities, food, beverages, travel and accommodations for my activities at Toshiba's facility and/or activities undertaken to provide the Services. I agree to be bound by all the rules and the regulations promulgated by Toshiba.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT. I FURTHER CERTIFY THAT I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM FULLY AWARE THAT BY SIGNING BELOW I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THIS AGREEMENT IS A BINDING AGREEMENT AND I SIGN IT OF MY OWN FREE WILL ON BEHALF OF COMPANY AND MYSELF.

Signature

Printed Name

Date