



WAIVER & RELEASE OF LIABILITY AND PUBLICITY, INDEMNITY AND ASSUMPTION OF ALL RISKS

(MINOR: UNDER 18 Years of Age)

If you choose to allow the minor(s) identified below (individually and collectively, "MINOR") to participate in the activity outlined below, you will need to read the information in this form carefully, and sign the form at the bottom. In consideration of the MINOR being permitted to participate in the **NAVY STEM 1** activity and related events and activities (collectively referred to as the "**NAVY EVENT**"), I understand, acknowledge and fully agree for myself, and on behalf of MINOR, and the MINOR'S parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, to this Waiver & Release of Liability, and Publicity, Indemnity and Assumption of All Risks agreement (the "**Agreement**"). I hereby represent that I am the parent or legal guardian of the MINOR and that I am aware that the NAVY EVENT is an experience using a virtual reality headset where you use physical gestures and body movements to complete a game. The NAVY EVENT will require varying amounts and degrees of physical activity that in some instances may be strenuous, and extreme physical exertion and may involve noises, lights and video displays. **PERSONS WITH HEART CONDITIONS, EPILEPSY, HYPERTENSION, ARE PRONE TO NAUSEA, OR OTHER PHYSICAL OR MENTAL CONDITIONS WHICH MAY BE TRIGGERED BY PHYSICAL ACTIVITY, STRESS OR EXCITEMENT, AND PREGNANT WOMEN, SHOULD NOT PARTICIPATE.** The MINOR does not suffer from any heart condition, epilepsy, hypertension, or any other physical condition which would prevent the MINOR from safely participating in the NAVY EVENT; the MINOR is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the MINOR'S ability to safely participate in the NAVY EVENT, and that I am responsible for the MINOR'S safety and well-being at all times and under all circumstances while at the NAVY EVENT. I knowingly and freely assume and accept full and complete responsibility for any and all risks, whether known or unknown to the MINOR arising out of the MINOR'S participation in the NAVY EVENT. I acknowledge and accept the inherent and special risks associated with the NAVY EVENT and certify that the MINOR is voluntarily participating. I understand that these risks may be caused in whole or in part by my and/or the MINOR'S own actions or inactions, the actions or inactions of others participating in the NAVY EVENT, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the MINOR I hereby expressly assume all such risks and responsibility for any damages, liabilities, losses or expenses which I or the MINOR incur as a result of the MINOR'S participation in the NAVY EVENT.

I, ON BEHALF OF THE MINOR, HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, FOREVER DISCHARGE AND HOLD HARMLESS, THE UNITED STATES OF AMERICA NAVY and YOUNG & RUBICAM INC., AND THEIR SUBSIDIARIES, AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND RESPECTIVE SUCCESSORS AND ASSIGNS AS WELL AS ALL OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, ALL OWNERS AND/OR LESSORS OF THE PREMISES USED TO CONDUCT THIS ACTIVITY (HEREINAFTER REFERRED TO AS "RELEASED PARTIES" OR "RELEASED PARTY") ON ACCOUNT OF ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO THE MINOR'S PERSON OR PROPERTY ARISING OUT OF OR RELATED TO NAVY EVENT, INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE ALLEGED NEGLIGENCE OF ANY OF THE RELEASED PARTIES. I FURTHER AGREE THAT IF, DESPITE THIS AGREEMENT, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM FOR LIABILITY AGAINST ANY OF THE RELEASED PARTIES, I WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY SUCH LIABILITIES WHICH ANY MAY BE INCURRED AS THE RESULT OF SUCH CLAIM.

I understand that the MINOR is required to follow all stated instructions, terms and conditions for participation in the NAVY EVENT. I understand that the MINOR may be denied permission to participate in the NAVY EVENT if the MINOR fails to comply with any of the instructions, terms and conditions related to the NAVY EVENT. If at any time the MINOR wishes for any reason to stop the operation of the game, the MINOR may do so by removing the headset.

WITH RESPECT TO THE MINOR'S PARTICIPATION IN THE NAVY EVENT, I AGREE TO PERMIT THE UNITED STATES OF AMERICA NAVY AND YOUNG & RUBICAM INC. AND THEIR DESIGNEES TO USE THE MINOR'S NAME, PHOTOGRAPH, LIKENESS AND/OR COMMENTS FOR PROMOTIONAL PURPOSES, ADVERTISING AND/OR PUBLICITY PURPOSES IN ANY MEDIA NOW OR HEREAFTER KNOWN, INCLUDING SOCIAL MEDIA, THROUGHOUT THE WORLD IN PERPETUITY, WITHOUT COMPENSATION, NOTICE, OR FURTHER CONSENT. I HEREBY WARRANT THAT I AM OF LEGAL AGE AND COMPETENT TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR. I HAVE READ THIS WAIVER & RELEASE OF LIABILITY AND PUBLICITY, INDEMNITY AND ASSUMPTION OF ALL RISKS AGREEMENT. I UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT, BY SIGNING BELOW AND/OR BY PERMITTING THE MINOR TO PARTICIPATE IN THE NAVY EVENT, I HAVE VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS (INCLUDING THE RIGHTS OF THE MINOR, THE MINOR'S PARENTS/LLEGAL GUARDIANS, HEIRS AND NEXT OF KIN, AND ANY LEGAL AND PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS), WITHOUT INDUCEMENT BY YOUNG & RUBICAM INC., THE NAVY OR ANY OTHER RELEASED PARTY.

I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

MINOR #1: Print Name: _____ Date of Birth (MM/DD/YY) _____ / _____ / _____ Age _____

MINOR #2: Print Name: _____ Date of Birth (MM/DD/YY) _____ / _____ / _____ Age _____

Parent / Legal Guardian: Print Name: _____ Age: _____

Date _____, 2016

Signature of Parent / Legal Guardian for MINOR