



WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to enter and use (the "Use") the mHUB ("mHUB") space at 1623 W Fulton Street Chicago IL, 60607 ("Center") and participate in related activities and events ("Activities"), I, the undersigned, acknowledge and agree that:

1. There are risks of my personal injury in connection with participation in the Use and Activities, including but not limited to my potential death, illness or bodily injury. I am voluntarily participating in this Use and Activities with the knowledge of the potential hazards involved and hereby agree to accept any and all risks of injury. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR ALL DAMAGE TO MY PROPERTY OR ANY INJURY, ILLNESS OR WRONGFUL DEATH THAT MAY ARISE FROM MY PARTICIPATION IN THE USE AND ACTIVITIES.
2. I agree to comply with all stated and customary terms and conditions for participation in the Use and Activities. If, however, I observe any unusual or significant hazard or risk to myself or others during my participation in the Use and Activities, I will remove myself from participation and bring such hazard or risk to the attention of mHUB immediately.
3. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, NEXT OF KIN, AGENTS, PERSONAL AND LEGAL REPRESENTATIVES, AND ANY OTHER PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER ANY OF THE FOREGOING, AGREE TO UNCONDITIONALLY AND IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND RELINQUISH, AND HOLD HARMLESS MHUB, EACH OF ITS AFFILIATES, AND EACH OF THE PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, OFFICIALS, PARTNERS, AGENTS, REPRESENTATIVES, ATTORNEYS, DESIGNATED BENEFICIARIES, DONORS, SPONSORS, SPONSORING AGENCIES, PARTNER COMMUNITY ORGANIZATIONS OF EACH OF THE FOREGOING, AND IF APPLICABLE, THE OWNERS AND LESSORS OF EACH OF THE PREMISES USED FOR THE USE AND ACTIVITIES OR ITS ACTIVITIES (COLLECTIVELY, THE "RELEASEES"), FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, DEMANDS, LOSSES OR LIABILITIES, OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR ANTICIPATED, AT LAW OR IN EQUITY, ARISING DIRECTLY OR INDIRECTLY FROM ANY ACT, OMISSION OR EVENT RELATED TO MY PARTICIPATION IN THE USE AND ACTIVITIES, WHEREVER OR HOWEVER THE SAME MAY OCCUR, WHETHER SUSTAINED OR SUFFERED AT ANY PREMISES UNDER THE CONTROL OF THE RELEASEES OR NOT UNDER THE CONTROL OF THE RELEASEES (COLLECTIVELY, THE "CLAIMS"), INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED (I) BY NEGLIGENCE, GROSS MISCONDUCT OR CARELESSNESS OF ANY RELEASEE TO ANY EXTENT, (II) DANGEROUS OR DEFECTIVE PROPERTY OR EQUIPMENT OWNED, MAINTAINED OR CONTROLLED BY ANY RELEASEE, OR (III) OTHERWISE.
4. I understand, acknowledge, and agree that this is a full and final general release of all Claims that could have been, or could be, asserted in any legal or equitable proceeding against the Releasees.
5. In signing this Waiver and Release of Liability Agreement, I acknowledge and agree that this Waiver and Release of Liability Agreement will be effective as a bar to any and all Claims. In furtherance of the foregoing, I agree (i) not to (and shall cause each of the other releasing parties not to) commence or participate in any claim, action or proceeding with respect to or based upon any Claim released hereunder, (ii) to indemnify and hold harmless the Releasees from any and all Claims by whomever and wherever made, and (iii) to reimburse the Releasees for all reasonable costs and expenses (including reasonable attorneys' fees and expenses) suffered, sustained or incurred in connection with any breach of the agreement set forth in clause (i) preceding.
6. I give permission to be photographed and/or filmed at any activity in connection with the Use and Activities. I hereby consent to the Releasees' unrestricted and royalty-free use, in future

promotional material or for other purposes, of any photographs, recordings, interviews, videotapes or similar visual or auditory recording created in connection with my participation in the Use and Activities.

7. Prior to commencement of my participation, I will furnish mHUB with any medical information that may be necessary in treating me in the case of an emergency. In the event of my injury, I authorize mHUB to seek treatment for me and to take other action, including, but not limited to, disclosing such medical information to medical professionals who may need the information to treat me in the case of a medical emergency, and I waive and release my right for any damages in connection therewith or related thereto.

8. I certify that I have health and/or accident insurance that will cover any personal injury that I may sustain while providing volunteer services and/or using mHUB's facilities and equipment, regardless of cause, and I agree to provide proof of such insurance upon request.

9. I acknowledge and agree that this Waiver and Release of Liability Agreement is binding on my heirs, executors, administrators, assigns, next of kin, agents, personal and legal representatives, any other person or entity claiming by, through, or under any of the foregoing.

10. Each of the Releasees is an express third-party beneficiary of this Waiver and Release of Liability Agreement and will be entitled to enforce the terms of this Waiver and Release of Liability Agreement as if such Releasee were a direct signatory hereto. No term of this Waiver and Release of Liability Agreement may be amended modified or waived without prior written consent of mHUB.

11. I agree that this Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. This Waiver and Release of Liability Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. I agree that the terms of this Waiver and Release of Liability Agreement are contractual and not mere recitals and that in the event any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforced.

12. I acknowledge and agree that the Center includes dangerous equipment and that the use of such equipment includes possible RISKS, DANGERS, AND HAZARDS, including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY. These risks include, but are not limited to (i) muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries, (ii) injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by Licensee, its representatives or the staff of the Center; (iii) death, injuries or illness resulting from failure to be properly trained on the use of equipment prior to use; and (iv) other risks associated with being present at the Center along with other MEMBERS.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. PRIOR TO EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. I AM AWARE THAT THIS IS A CONTRACT AMONG ME AND MHUB AND A RELEASE AND WAIVER OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL WITHOUT PRESSURE, COERCION OR PROMISE OF FAVOR OR GAIN FROM MHUB. BY SIGNING THIS AGREEMENT I ATTEST TO THE FACT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND THAT I AM COMPETENT TO SIGN THIS AGREEMENT AND RELEASE OR, IF NOT, THAT MY PARENT OR LEGAL GUARDIAN SHALL SIGN ON MY BEHALF, AND THAT MY PARENT OR LEGAL GUARDIAN IS IN COMPLETE UNDERSTANDING AND AGREEMENT WITH ALL TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND AGREES TO BE BOUND BY THE SAME.

FOR PARENT OR LEGAL GUARDIAN

This is to certify that, I, as parent or guardian with legal responsibility for this participant, do consent and agree to his or her waiver and release of the Releasees as provided above, and for myself and my heirs, executors, administrators, assigns, next of kin, agents, personal and legal representatives, and any other person or entity claiming by, through, or under any of the foregoing, hereby agree to unconditionally and irrevocably release, waive, discharge and relinquish, and hold harmless the Releasees from any and all Claims, and I further agree to

comply with all of the other terms and conditions of the foregoing Waiver and Release of Liability Agreement as if I were said participant.

Acknowledged and agreed on Date:

NONDISCLOSURE AGREEMENT

In connection with a proposed business relationship, mHUB has allowed you (Name) access, or may allow you access, to business, technical or other information, materials and/or ideas ("Proprietary Information," which term shall include, without limitation, anything you learn or discover as a result of exposure to or analysis of any Proprietary Information).

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

1. You will hold in confidence and will not possess or use (except as required to evaluate the proposed business relationship within the U.S.) or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company or (c) was properly disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.
2. If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which Proprietary Information may be contained or embodied.
3. You will promptly notify the Company of any unauthorized release, disclosure or use of Proprietary Information.
4. You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by the Company from time to time with respect to Proprietary Information or Company systems. You will ensure the security of any facilities, machines, accounts, passwords, and methods you use to store any Proprietary Information or to access Company systems and ensure that no other person has or obtains access thereto.
5. The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated in Paragraph 1 above.
6. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.
7. This Agreement is personal to you, is non-assignable by you, is governed by the internal laws of the State and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Acknowledged and agreed on Date:

Signature:

Name:_____

Date:_____