

Release, Waiver of Liability, and Indemnity Agreement

NAME (PRINT)

IN CONSIDERATION of being permitted to enter Caterpillar Inc.'s property known as property known as Shows and Exhibits Warehouse located in Peoria, IL (the "Property") to attend, observe and/or participate in the activities associated with Foundation for Inspiration and Recognition of Science and Technology ("FIRST") Robotics activities (the "Activities"), I, my personal representatives, heirs, next of kin, and assignees hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, agree to INDEMNIFY and HOLD HARMLESS Caterpillar Inc. and its affiliates, directors, officers, employees, contractors, and agents (collectively, "Caterpillar") of and from any and all claims, demands, actions, causes of action, suits, costs, losses, injuries, damages, expenses, and liability arising out of, related to, or in any way connected with, directly or indirectly, my participation in, attendance at, and travel to and from the Activities, including without limitation, any losses caused in whole or in part by the negligence of Caterpillar or otherwise.

By signing below, I hereby freely agree to and make the following representations:

- I fully acknowledge the dangers of attending, observing, and participating in the Activities which by way of example, and without limitation, include property damage or physical injury caused by: building, lifting, and using electrical/mechanical robots and robot components; using tools; other participants; dancing and other associated activities; proximity to heavy machinery or other inherent risks associated with a factory environment;
- I fully assume all risks of injury, damage, and loss to myself, and anyone else that I may cause through my acts or omissions;
- This Release, Waiver of Liability, and Indemnity Agreement is a contract with legal and binding consequences and it applies to the entirety of Activities and all activities therein; and
- I have considered that if this contract was not as broad as it is, the terms and obligations governing my attendance, observation, and participation in the Activities would be considerably different.

Should I or anyone acting on my behalf assert a claim contrary to what I have agreed to in this contract, then the claiming party shall be liable for the expenses (including attorneys' fees and costs) incurred by Caterpillar in defending the claims.

I HAVE READ AND VOLUNTARILY SIGN THIS and further state that no oral representations, statements or inducements apart from this contract have been made. This contract may not be modified orally, but only in writing signed by the party against whom the modification is ought to be enforced. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

PARTICIPANT SIGNATURE

DATE

PARTICIPANT PRINTED NAME