



**RELEASE FOR RECREATIONAL OR VOLUNTEER ACTIVITY**

Recreational or Volunteer Activity: \_\_\_\_\_

Location of Activity (such as facility name): \_\_\_\_\_

***This activity presents the risk of injury. This release confirms that the participant who signs below accepts all aspects of that risk. If the participant is a minor, this release is required to be signed by a parent or legal guardian.***

1. I RECOGNIZE THAT THE ACTIVITY DESCRIBED ABOVE PRESENTS RISKS AND HAZARDS, KNOWN AND UNKNOWN. I AM PARTICIPATING IN THE ACTIVITY VOLUNTARILY, KNOWING IT MAY RESULT IN INJURY OR PROPERTY DAMAGE TO MYSELF OR OTHERS. I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM IN THE ACTIVITY DESCRIBED ABOVE, WHETHER CAUSED BY THE NEGLIGENCE OF HEWLETT PACKARD ENTERPRISE (HPE), ITS EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, OTHER ENTITIES SPONSORING THE ACTIVITY OR OTHERWISE.
2. If I am an HPE employee or intern, I acknowledge and agree that my participation in the above activity is entirely voluntary and not part of my work related duties. My participation is neither required nor expected as part of my employment/internship. In the event of injury, I understand that Workers' Compensation coverage may not apply.
3. In return for HPE's contribution of facilities, equipment, funds and/or permission for the activity, and as a condition of participation, I ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY THAT MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, INCLUDING ANY TRAVEL TO, FROM OR DURING THE ACTIVITY. I RELEASE AND DISCHARGE HPE AND ITS EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND/OR OTHER ENTITIES SPONSORING THE ACTIVITY FROM AND AGAINST ALL CLAIMS OR LIABILITY FOR ANY INJURY OR DAMAGE (INCLUDING BUT NOT LIMITED TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE) ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITY, REGARDLESS OF WHETHER THEY MAY BE NEGLIGENT OR OTHERWISE AT FAULT. I UNDERSTAND THAT HPE AND ITS EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND/OR OTHER ENTITIES SPONSORING THE ACTIVITY DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH OR DISABILITY INSURANCE IN THE EVENT OF INJURY, DAMAGE OR ILLNESS.
4. I AGREE TO INDEMNIFY AND HOLD HARMLESS HPE AND ITS EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND/OR OTHER ENTITIES SPONSORING THE ACTIVITY FROM ALL LOSS, COSTS, EXPENSES, DAMAGE, CLAIMS OR LIABILITY (INCLUDING ATTORNEYS' FEES, AND THE FEES AND COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION) ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS OR LIABILITY RELATING TO INJURY TO OTHERS.
5. I will comply with all the rules and policies of HPE applicable to the activity.
6. I understand photos and video may be taken during the visit/event. By electing to attend, I acknowledge I am giving HPE and its subsidiaries, licensees, successors, assigns, partners and/or other entities that are sponsoring or participating in activities (hereinafter referred to individually and collectively as "HPE"), the right to photograph, interview, record, film and video tape me and my property and the perpetual,

worldwide right in connection with the exploitation of same, to use, exhibit, distribute, publish, broadcast, digitize, and display photos, videos, quotes, my name, signature, social media handles, biographical material, likeness, appearance, performance and/or interviews of myself whether from materials supplied by me or obtained by HPE directly or by a third party on its behalf (collectively "Identifiable Information"), and any material based thereon or derived therefrom, in any manner, together with any other material (including, without limitation, fictional material), in all media and in all forms, now known or later developed, without restriction as to frequency or duration of usage, for any purposes whatsoever, including, without limitation, for use in research studies, papers, illustrations, editorial content, internal and/external websites, online photo galleries, publications, and/or the advertising and promotion of HPE and any of its products or services (collectively, the "Materials") without further compensation to me or any limitation whatsoever.

I agree that HPE owns all Materials and may copyright, copy, alter, create derivative works of, use and otherwise exploit the Materials as HPE sees fit. If I obtain a copy of any or all of the Materials, I will not authorize the use of such Materials by anyone else without the prior written consent of HPE. I agree that the Materials need not be submitted to me for any approval and that HPE will be without liability to me for any distortion, illusionary effect, or use in composite form resulting from the use or other exploitation of the Materials.

Nothing herein will constitute any obligation on the part of HPE to make use of any of the Materials or my Identifiable Information or to otherwise exercise any of the rights granted herein. I agree to hold HPE, its affiliates, employees, agents, and any third parties harmless against any liability, loss, or damage (including, without limitation, reasonable attorney's fees) caused by or arising from the Materials, my Identifiable Information, or HPE's exercise of any of the rights granted herein. I also hereby waive any right to enjoin or otherwise prevent the exploitation of the rights granted herein.

7. If the participant is a minor, I am the minor's parent or legal guardian, and I consent to the minor's participation in the activity described above. I am signing this release on behalf of each minor identified below as well as for myself. I agree to the terms of this Release and Waiver of Liability form on each minor's behalf and for myself.
8. HPE is committed to respecting your privacy rights. For details regarding how we safeguard your personal data, transfer your personal data, or to exercise applicable data subject rights, please refer to our Privacy Statement at <https://www.hpe.com/us/en/legal/privacy.html>
9. I agree that electronic signature of this release shall have the same binding effect as a handwritten signature. Photographic and facsimiled copies of this signed release may be used in lieu of the original signed release for any purpose.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY FORM AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS FORM AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW. I agree that if any portion of this Release and Waiver is held to be invalid, the balance notwithstanding, shall continue in full legal force and effect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

If Participant is a Minor (please list the name of each Minor participating in the activity):

Printed Name of Minor

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name