

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Please initial next to each paragraph after you have read it, to show that you have read it and agree. As used below, "BAE SYSTEMS" means the officers, directors, employees, agents and assigns of BAE Systems Controls Inc. or its parent or subsidiary companies. As used below, "Participant" shall mean any individual, student, mentor, teacher or volunteer involved in the BAE Systems STEM Summer Camp (referred to as "STEM Camp").

_____ 1. I, _____ (name), of _____ (address), _____ (city), _____ (state), acknowledge that I have voluntarily applied to participate in STEM Camp as a Participant. As lawful consideration for being permitted to participate in the activities scheduled and associated with STEM Camp, Participant agrees to the following:

_____ 2. I am fully aware of the risks in participating in STEM Camp and acknowledge that I am fully capable of participating in STEM Camp. I willingly assume full responsibility for the risk of bodily injury (including, without limitation, death) and property damage, inherent in participation in STEM camp.

_____ 3. I agree that any bodily injury, death or loss of personal property and expenses as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are my responsibility. To the fullest extent permitted by applicable laws, I HEREBY RELEASE, WAIVE, AND DISCHARGE BAE SYSTEMS FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE WHILE I AM PARTICIPATING IN STEM CAMP AND, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, COVENANT NOT TO SUE BAE SYSTEMS ON ACCOUNT OF ANY SUCH LOSS OR DAMAGE. I EXPRESSLY WAIVE ANY CLAIMS OR CAUSES OF ACTION WHICH I MAY NOW OR HEREAFTER HAVE AGAINST BAE SYSTEMS ARISING OUT OF MY PARTICIPATION IN STEM CAMP, AND I WILL INDEMNIFY AND HOLD HARMLESS BAE SYSTEMS AGAINST ANY AND ALL CLAIMS RESULTING FROM SUCH PARTICIPATION.

_____ 4. I give permission for a licensed medical authority (EMT, RN, LPN) to administer first aid or a doctor of medicine selected by BAE Systems or other STEM Camp personnel to hospitalize, secure proper treatment for, and to order medicine, injections, anesthesia, surgery, or x-rays for me following a medical emergency. I also give permission for STEM Camp personnel to provide transport to a medical facility for the purpose of obtaining medical care following an injury or medical emergence. I will not hold responsible BAE SYSTEMS for any injury or repercussions from medical attention.

_____ 5. This Release will be binding upon my heirs, personal representatives and assigns, and me. It will be governed by and construed under the laws of the State of New York without regard to its conflicts of law principles. Venue for any legal action arising out of or in connection with this Release will be in Broome County, New York and jurisdiction will be vested exclusively in the state and local courts in and for Broome County, New York, or, if appropriate, in the Federal District Court located in Binghamton, New York. This Release constitutes the entire agreement among the parties with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

_____ 6. I grant to BAE Systems the absolute and unrestricted right and permission to use pictures and videotaped images of me and in which I am included for use in internal and external promotional material and other publications, electronically or by any other means of communication throughout the world, in a proper and legal manner. I understand that the images may be altered and I waive the right to approve any finished product. I also understand that I do not own the copyright to any of the photographs or videotaped images. ***(This is optional and does not eliminate activities other than to ensure the participant is not included in any photography or videotaping. The remaining terms of this agreement remain valid if this option is not initialed.)***

FOR THOSE PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS: I hereby consent and agree to the above as the Parent/Legal Guardian of _____ (minor's name), in which case, "Participant", "I", "me" and "my" as used herein shall refer to said minor.

Signature of Parent or Legal Guardian _____ Date

Print Name

Address _____

City _____ State _____ Zip _____

Phone: Home _____ Work _____ Cell _____