

RELEASE & LIABILITY WAIVER

THIS IS AN IMPORTANT DOCUMENT - PLEASE READ IT CAREFULLY BEFORE SIGNING

In consideration of Red Panda Network, Inc., a nonprofit public benefit corporation ("**Red Panda Network**"), allowing me to attend and participate in Red Panda Network sponsored events held at Red Panda Network and third party venues ("**Red Panda Network Events**")

I agree to the following terms and conditions ("**Agreement**"):

1. Release and Waiver.

Red Panda Network (RPN) seeks to select reliable suppliers and contractors to provide air and other transportation, hotels, guides, and other travel-related services. We do not assume responsibility, directly or indirectly, for any loss, damage, or injury to property or person in connection with trip services. Each participant agrees not to hold RPN, its board, employees, partners and representatives liable, in the absence of their own gross negligence, for any loss or injury, expense or damage that results directly or indirectly from any act or omission to any person or firm that is to, or does provide, goods or services in connection with the trip, or any available optional excursion.

With limited exceptions, RPN and its officers, directors, employees, shareholders and affiliates (collectively RPN) do not own, operate, or control any entity that provides, or is to provide any goods or services for your trip or expedition, including, without limitation, own or control any lodging facilities, airline, bus, vessel or other transportation companies, food service providers, local ground operators, outfitters or guides, travel operators, equipment suppliers, organizers of optional excursions, entertainment providers, etc., including, without limitation, various entities that may utilize the RPN name or logos. RPN is not responsible for any negligent or willful act, or failure to act, of any such person or entity, or of any other third party not under RPN's control. Without limitation, is not liable for any direct, indirect, consequential or incidental damage; injury, loss, or damage to person or property, illness, death, delay, inconvenience or irregularity of any kind in connection with the trip or expedition that may be occasioned by or resulting from any act or omission beyond its control, including, but not limited to, any willful or negligent act, failure to act or breach of contract of any third party, acts of God, force majeure, acts of war or civil unrest, acts of government, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, climate conditions, high altitude, overbooking or downgrading of accommodations or structural or other defective conditions in hotels or other lodging facilities, the operation of and/or mechanical or other failure of any means of transportation or for any failure of any transportation mechanism to arrive or depart in a timely or safe manner, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to any recreational activities, epidemics or the threat thereof, sanitation problems, including, without limitation, risks associated with food or impure water, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, stolen, lost, or misplaced luggage or property, theft or break-ins into vehicles, lodging rooms or elsewhere, or for any other action or omissions of third parties, or conditions beyond the control of RPN.

Participant grants RPN express permission to take photographic and video images of participants on its trips for promotional and commercial use, and to use participant's images or likeness in its promotional materials without compensation to participant. RPN reserves the right to accept or reject any person as a trip participant, for any reason. The provisions listed on this website are not intended to in any way limit, modify, or alter RPN's Terms and Conditions.

2. Assumption of Risk.

I acknowledge that I am aware of the inherent risks involved with participating in Red Panda Network Events and I voluntarily assume all such risks associated with my participation in Red Panda Network Events.

3. Other.

I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. I understand and agree that any dispute arising under this Agreement will be brought exclusively in the state or federal courts within Santa Clara county, California and I consent to the exclusive personal jurisdiction and venue therein. I agree that in the event that any clause or provision of this Agreement shall be held 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 enforceable.

Please sign below indicating that you have read, understood and agree to all terms and conditions above.

Print Name: _____

Date: _____

Signature: _____

If you are under 18 years of age, your parent or legal guardian must also complete the following:

By printing and signing my full name, I attest that I am the parent and/or legal guardian of the above individual and that I have also read, understand and agree to all terms and conditions above.

Relationship: _____

Print Name: _____

Date: _____

Signature: _____