



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

This is a release of liability. All Brain Highways participants must read and accept this release prior to participation in the program. If participants are minors, their parents or guardians must sign for them.

I knowingly and freely assume all such risks, known and unknown, even if arising from the negligence of those persons released from liability listed below. I, for myself, and on behalf of my heirs, assigns, personal relatives and next of kin hereby release and hold harmless for liability Brain Highways Inc, and their owners, officers, officials, agents, and/or employees, (collectively the "Releasees"), with respect to any and all injury, disability, death, loss or damage to person or property.

I release, discharge, indemnify, hold harmless, and agree not to take legal action against Brain Highways, Inc., and its owners, officers, officials, agents, and/or employees for any claims, damages, costs or cause of action that may in the future result from injuries or damages, physical or emotional, sustained or incurred arising from any related participation in the Brain Highways program.

I have read and fully understand the Waiver of Liability, Assumption of Risk and Indemnity Agreement. I am aware of the legal consequences of this Agreement and acknowledge that I have given up substantial rights by signing it. I have signed freely and without any inducement or assurance of any nature and intend this Agreement to be a complete and unconditional release of all liability to the greatest extent of the law.

In the event that any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect. I agree that exclusive venue for any dispute arising between the Releasees and me and/or my child involving this Agreement shall be in San Diego County, California.

I am signing for myself and on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement.

Accepted and agreed by: