

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to make use of the equipment, facilities, and educational opportunities (the “Activities”) provided by Arch Reactor, a Missouri nonprofit corporation with offices located at 2215 Scott Avenue, St. Louis, MO 63103 (“Arch Reactor”). As lawful consideration for being permitted by Arch Reactor to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (the “Agreement”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF ARCH REACTOR OR ITS MEMBERS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF ARCH REACTOR, ITS MEMBERS OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Arch Reactor, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of any Releasees. I covenant not to make or bring any such claim against Arch Reactor or any other Releasee, and forever release and discharge Arch Reactor and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless Arch Reactor and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against an indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the Activities.

No assignment of this Agreement, or any part thereof, by me shall be valid without the prior written consent of Arch Reactor. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles. Any failure or delay by Arch Reactor in exercising any right or remedy shall not be deemed a waiver of any further, prior, or future right or remedy hereunder. If any provision of this Agreement is determined to be invalid and/or unenforceable, the other provisions of the Agreement shall remain unaffected, and shall survive and remain in full force and effect. This Agreement is binding on and shall inure to the benefit of Arch Reactor and me and their respective successors and assigns. This Agreement sets forth the entire understanding between Arch Reactor and me, and supersedes any oral or prior written agreements. Any modifications or changes to this Agreement must be in written form and signed by Arch Reactor and me.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ARCH REACTOR.

FURTHER I AGREE THAT MY ELECTRONIC SIGNATURE IS INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND LEGAL EFFECT AS A MANUAL SIGNATURE.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Arch Reactor Representative Signature:

Printed Name:

Date:

Signature:

Printed Name:

Address:

Date:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Witnessed:

Printed Name of Witness:

Address:

Date:

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date:
