



### **WAIVER AND RELEASE OF LIABILITY**

As a condition and in consideration of receiving Funds, I acknowledge, understand and agree as follows:

1. I am voluntarily submitting this Request For Funding and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility and any resulting financial obligation for use of any treatment or Device purchased and any claims, injury, loss, damages, costs caused by the purchased Device.
2. I understand and agree that the Funds provided by the Foundation are a financial grant only based upon the information provided in this Request for Grant Funding. The Foundation does not provide any advice about treatments or use or maintenance of any Device. The Foundation does not provide any warranties and we disclaim in full any warranties either express or implied, to the fullest extent permissible. The Requestor agrees that Illinois Law shall apply to any dispute under this Request For Funding and by signing this Agreement acknowledges that the Foundation has not provided any advice about the treatments, use, or maintenance of any Device.
3. I, for myself and on behalf of anyone using or benefiting from the use of the Funds, including heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Foundation, their owners, directors, attorneys, sponsors, volunteers, and/or employees, and the Stanton Family, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ANY THIRD PARTY. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AFTER CONSULTING WITH MY ATTORNEY.
4. This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the fullest extent permissible under applicable law.
5. Choice of Law: This Agreement shall be governed by the laws of the State of Illinois.
6. Dispute Resolution: The Parties agree and consent that all disputes arising between them and the recipient of any Device purchased with the Funds under this Agreement will be determined through binding mediation undertaken at JAMS, Chicago using a mediator that is either selected by the parties by unanimous agreement or randomly assigned by JAMS. If any

such award remains unsatisfied within the term decided by the mediator, the mediation award may be reduced

to a judgment in the Circuit Court of Cook County, Chicago, Illinois, which all parties agree shall be the appropriate forum and shall have sole and exclusive jurisdiction over the parties. All parties waive service of process and agree to accept service of summons by certified mail or overnight courier with standard proof of delivery filed in lieu of any affidavit of service. The parties to any binding mediation shall equally share the cost of mediation fees.

7. Severability: In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. Entire Agreement: This Agreement will constitute the entire Agreement between the Grantee and Danny Did and will apply exclusively, notwithstanding any terms and conditions in any prior agreements between them. This Agreement may be modified only by a writing signed by the authorized representatives of both parties.

9. Assignability: Neither the benefits nor obligations of this Agreement are assignable.

10. No Waiver: Failure to enforce any right or obligation of the other party shall not act as a waiver thereof.

11. I consent that all photos and communications provided to the Foundation may be published online or through any other media format to raise awareness of epilepsy.