

CHARITDI

VOLUNTEER WAIVER AND RELEASE OF LIABILITY AGREEMENT

Name of Volunteer: _____
Address: _____
Email address: _____
Phone No: _____ Date of Birth: _____
Emergency Contact: _____
Relationship to Volunteer: _____ Telephone No: _____

Notice to Volunteer: By signing this form, you give up important legal rights, including the right to sue. All volunteers must be 18 or older.

I, _____ (“**Volunteer**”), intending to be legally bound and in consideration for the opportunity to engage in volunteer work through ChariTdi, by signing this waiver and release of liability, assumption of risk, and indemnity agreement (this “**Release**”), and in consideration of my voluntary participation in the COVID-19 Face Shield Creation Project and related activities that may include, but are not limited, to 3D printing and manufacturing of face shields (collectively, the “**Project**”), I represent and agree as follows:

1. I understand the Project involves physical activity and that there is a risk of injury, including serious bodily injury or death, that could be caused, or alleged to be caused, by: (i) the acts of third parties, including, but not limited to, other volunteers; (ii) my own acts or failure to act; (iii) acts or failure to act by any of the following, ChariTdi, TDI Technologies, Inc. and their respective subsidiaries and affiliates of each of the foregoing entities, and all of their respective, direct and indirect, past, present and future officers, directors, members, managers, shareholders, partners, owners, agents, representatives, attorneys, employees, sponsors, licensees, contractors, successors and assigns (collectively, the “**Releasees**”); and (iv) other risk of loss or injury, either known or unknown at the time.

2. I assume and accept the risks, whether known or unknown at the time of my participation in the Project, including all losses, damages, costs and expenses I may incur. I agree that, if at any time I perceive conditions and equipment to be unsafe, I will immediately discontinue participation in the Project and inform a representative of the ChariTdi.

3. I understand and acknowledge that I shall not receive any monetary compensation or any other remuneration for my voluntary participation in connection with the Project.

4. **WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE.** I, ON BEHALF OF MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES AND ANY OTHER PERSON WHO MAY TAKE BY, OR CLAIM THROUGH, ME, HOLD HARMLESS THE RELEASEES FROM AND WAIVE ANY AND ALL CLAIMS, DAMAGES, INJURIES, LIABILITIES, LOSSES, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY TYPE, KIND OR NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY AND NEGLIGENCE OF THE RELEASEES), WHICH I MAY BE LIABLE FOR OR INCUR RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO, DIRECTLY OR INDIRECTLY, THE PROJECT. I AGREE NOT TO SUE OR OTHERWISE BRING ANY CLAIM IN ANY COURT OR BEFORE ANY ARBITRATION PANEL OR ADMINISTRATIVE AGENCY FOR ANY CLAIMS WAIVED BY THIS RELEASE. I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN GIVEN A FULL AND COMPLETE OPPORTUNITY TO REVIEW THIS RELEASE AND THAT THIS IS A FULL AND COMPLETE WAIVER OF ANY AND ALL CLAIMS AND RIGHTS THAT I MAY HAVE AGAINST THE RELEASEES IN CONNECTION WITH THE PROJECT (NOW OR IN THE FUTURE) AND THAT NO ACTION MAY BE TAKEN BY, OR ON BEHALF OF, ME WITH RESPECT TO ANY SUCH CLAIMS OR RIGHTS, IT BEING EXPRESSLY UNDERSTOOD THAT THIS RELEASE IS

BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES AND ANYONE CLAIMING BY OR THROUGH ME. I UNDERSTAND THAT THIS WAIVER OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND AGREE THAT IF ANY PORTION OF THIS WAIVER OF LIABILITY IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

5. **MISCELLANEOUS.** This Release shall be governed by Pennsylvania law excepting conflicts of laws and without regard to who drafted this Release. I confer exclusive jurisdiction to interpret and enforce this Release upon the Courts of the Commonwealth of Pennsylvania, Montgomery County, or the United States District Court for the Eastern District of Pennsylvania and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum. This Release represents the entire understanding and agreement of me and ChariTdi for the Project and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between me and the Releasees with respect to the subject matter of this Release. No waiver, amendment or modification of this Release is effective unless in writing and signed by me and ChariTdi. In case one or more of the provisions of this Release is, for any reason, held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Release shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Release. Nothing contained in this Release shall be construed as providing rights to any person other than the parties, and no third party shall be a beneficiary to this Release, except for those included as Releasees, which are an intended third party beneficiary of this Release.

I AM SIGNING THIS WAIVER VOLUNTARILY, OF MY OWN FREE WILL, AND WITH THE INTENT TO BE LEGALLY BOUND UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. I INTEND TO ASSUME ALL OF THE RISKS OF THE PROJECT AND INTEND THIS DOCUMENT TO BE A COMPLETE AND UNCONDITIONAL HOLD HARMLESS AND RELEASE OF ANY LIABILITY OF THE RELEASEES.

Volunteer Full Name (please print): _____

Volunteer Date of Birth: _____

Volunteer Signature: _____

Date: _____