

## **STORAGETEK LEAGUE/RECREATIONAL ACTIVITIES WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION of being permitted to participate in Storage Technology Corporation ("StorageTek") company fitness, league and/or recreational activities and to use StorageTek facilities and equipment, I, for myself, my personal representatives, assigns, heirs, and next of kin acknowledge and agree that:

1. StorageTek company league and recreational activities include but are not limited to fitness classes and exercise equipment, golf, basketball, volleyball, softball, roller hockey, dance lessons, swim lessons, soccer, archery, racquetball, and flag football. StorageTek company league and recreational activities may involve certain risks and dangers of serious bodily injury and/or death and these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in StorageTek company league and/or recreational activities and the conditions in which StorageTek company league and recreational activities take place.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and all responsibility for injuries, losses, costs and damages I may cause or incur as a result of my participation in StorageTek company league and/or recreational activities.

3. I agree to comply with the stated and customary terms and conditions for participation in StorageTek company league and/or recreation activities. I understand that failure to abide by these terms and conditions will result in expulsion from StorageTek company league and/or recreational activities, as well as other consequences as outlined below. If I am a non-StorageTek employee, I agree to use only the facility (e.g., gymnasium, soccer/softball field, locker room) involved in the specific league activity for which I have registered, and will use no other StorageTek facilities or equipment while participating in such activity.

4. I agree and acknowledge that violence or unsportsmanlike conduct on my part, including but not limited to physical and/or verbal abuse toward officials, players or spectators, theft of or damage to facilities or equipment, will not be tolerated while engaging in StorageTek company league and/or recreational activities, and that StorageTek reserves the right to report this type of conduct to law enforcement and/or to file civil or criminal charges against me.

5. I understand the nature of StorageTek company league and/or recreational activities, and agree that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in StorageTek company league and/or recreational activities without the approval of my physician and do hereby assume all responsibility for my participation in these activities.

6. I HEREBY RELEASE AND HOLD HARMLESS STORAGE TECHNOLOGY CORPORATION, its respective officers, agents, administrators, representatives, employees, volunteers, other participants, and all others (the "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, liability, claims, demands, losses, or damages resulting from my participation in any StorageTek company league and/or recreational activity or my use of any equipment in any such activity.

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 HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT.

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Printed Name of Participant

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Signature of Participant

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Date

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**ADDITIONAL SIGNATURE OF PARENT OR GUARDIAN REQUIRED IF PARTICIPANT IS A MINOR**, and by their signature, they, on my behalf, release all claims that they and I might have

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Printed Name of Parent or Guardian (if Participant is a Minor)