

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR USAGE OF DESIGN

You acknowledge that you understand that Kuriosity Robotics is acting as a good samaritan and an independent volunteer providing dissemination of a 3D design for the manufacture of face shields. We do not certify the design or components operate properly or satisfy any regulatory requirements. This Release, Waiver of Liability, Defense, Indemnification and Hold Harmless Agreement (“Agreement”) is meant to reflect the fact that Kuriosity Robotics offers the design as an experimental device, without warranty of any kind. The person signing below (“You”) is either the individual recipient of the design if the individual recipient is an adult under the laws of the relevant jurisdiction or the parent or legal guardian of the child if the individual recipient is a child under the laws of the relevant jurisdiction.

You agree that the design provided to You by Kuriosity Robotics or by any individual associated with Kuriosity Robotics is provided “AS IS” and without representations or warranties of any kind, express or implied, and is intended to be a gift. By accepting the design, you further acknowledge that this design has not been evaluated or approved by any regulatory authority.

You understand that the design furnished by Kuriosity Robotics is meant to benefit society, and is not intended, and shall not be used, for commercial use. If You are an adult under the laws of the relevant jurisdiction and are the individual recipient, you acknowledge that You understand the potential risks of the use of the design and expressly assume such risks. If the individual recipient is a child under the laws of the relevant jurisdiction, You represent that You are the parent or legal guardian of the child and that You understand the potential risks of the use of the design and expressly assume such risks on behalf of the individual recipient.

Furthermore, You (either for yourself or your child) release and forever discharge Kuriosity Robotics from any and all liability for acts or omissions—including negligent acts or omissions—causing damage, loss, injury, or death to the individual recipient or others from the use of the design. You agree to defend, indemnify and hold Kuriosity Robotics harmless from any and all liability or loss—including liability for negligence—arising in conjunction with or resulting from the individual recipient’s use of the design (including all attorney’s fees and expenses incurred by Kuriosity Robotics).

You further understand and agree that Kuriosity Robotics and any individual associated with Kuriosity Robotics shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the design provided by Kuriosity Robotics or any individual associated with Kuriosity Robotics.

Any information provided by Kuriosity Robotics and any individual associated with Kuriosity Robotics is not intended to be relied upon to protect from, diagnose or treat a health problem or disease, and Kuriosity Robotics makes no claims regarding the design or the components. You should consider a consultation with a qualified health care provider prior to providing face shields manufactured pursuant to the design. Any statements made by Kuriosity Robotics are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner.

You acknowledge that this Agreement is governed by the laws of the State of California (without reference to its conflict of law provisions) and the parties intend that this Agreement be interpreted as broadly and inclusively as permitted by law. If any portion of this Agreement is found to be invalid for any reason, the remainder of the Agreement shall continue to remain in full force and effect and shall continue to be binding.

By accessing the design, You acknowledge that You have carefully read the foregoing provisions, understand their contents, and agree with and to each and every provision herein.