### Nissan North America, Inc.

#### **Waiver and Release**

We are delighted that you will be joining Nissan for Nissan Ready 2024. Because that event may include a visit to Nissan facilities, transportation offered by Nissan to event activities, and/or photographs and video being taken of attendees, it is necessary that all participants understand and agree to the following as a condition of participating. If the participant is under the age of 18, his or her parent or legal guardian must also agree. Please review the following carefully and sign at the bottom to indicate your understanding and agreement.

## **Waiver and Assumption of Risk**

As a condition of entering Nissan premises, facilities or property, or participating in any sponsored, hosted, related, or affiliated event or activity (an "Event"), you assume all risks on behalf of yourself and your minor child (the Minor), and you waive any liability against Nissan for claims that may arise in connection with presence, participation, and/or transportation to/from Nissan property and Event activities.

**ASSUMPTION OF RISK:** I have read and understand the above warning. I, on behalf of myself and the Minor(s), choose to accept the risk in order to visit or enter onto Nissan facilities and other properties and/or to participate in Events. These Events are of such value to me that I, on behalf of myself, the Minor(s), my heirs, executors, and assigns, accept the risk in order to visit or enter onto Nissan facilities and other properties and/or to participate in an Event (including related transportation).

### **PHOTO AND VIDEO RELEASE**

I understand that Nissan may desire to film, record, and photograph the Events and may, in doing so, capture my image or likeness and/or that of my minor child. I agree to the terms of this Article II (Photo and Video Release) in connection with any such photography or recording.

IMAGE AND LIKENESS. I hereby grant to Nissan, on my own behalf and on behalf of the Minor(s), the right to film, record, and photograph the Minor(s) in connection with any Event, and to use the image and likeness of the Minor(s) captured in any photograph(s) and/or video(s) taken in connection with an Event (the "Media"). I assign to Nissan all rights of any nature that I or the Minor(s) may have in the Media, and I agree that (a) Nissan may use the Media for any and all commercial, merchandising, promotional, advertising, and other purposes, (b) Nissan may edit, alter, reproduce, or otherwise change the Media, including the image and likeness of myself and the Minor(s) captured therein, and I waive any rights that I or the Minor(s) may have to inspect or approve the Media, (c) Nissan is in no way obligated to use the Media, and (d) Nissan will owe no monetary or other compensation or attribution to me or the Minor(s) in connection with the Media.

RELEASE AND INDEMNIFICATION. To the maximum extent permitted by law, in consideration for Nissan allowing the Minor(s) to participate in an Event, on my own behalf and on behalf of the Minor(s), I hereby release, and agree to indemnify and hold harmless, Nissan Releasees and their successors and assigns from and against any and all claims, actions, suits, liabilities, costs, judgments, losses, expenses, and/or damages (including, without limitation, reasonable attorneys' fees and court costs) that I, the Minor(s), or our respective heirs, executors, or assigns may have or claim to have at any time related in any way to the filming or recordation of an Event, the Media (including the image and likeness of myself and the Minor(s) captured therein) or Nissan's use of the Media, or that otherwise arise from the Media, or Nissan's use, distribution, or other exploitation thereof. In the event any such complaint or claim is made by any third party at any time, whether by formal legal complaint or otherwise, I agree to fully cooperate with Nissan in responding to and defending against any such complaint or claim. This Release shall inure to the benefit of Nissan, its parent and sister companies, and their respective successors and assigns, and shall be binding upon me and the Minor(s), and our respective heirs, executors, and assigns.

**WAIVER OF LAWSUIT/LIABILITY:** To the maximum extent permitted by law, in consideration for Nissan allowing me and/or the Minor(s) to participate in Events affiliated with Nissan and/or occurring on its premises, I, on behalf of myself, the Minor(s), my heirs, executors, and assigns hereby forever release and waive my right to bring suit against Nissan and any parent company or affiliate or representative thereof, which includes Nissan and its parent company's or affiliates' boards of trustees, officers, employees, agents acting on behalf of such entities, and other representatives (collectively, the "Nissan Releasees") in connection with visiting Nissan or entering onto Nissan facilities and other properties and/or participating in any Event. I understand that this Article I (Waiver and Assumption of Risk) means that, to the maximum extent permitted by law, I, on behalf of myself, the minor listed below, my heirs, executors, and assigns, give up and hereby forever waive any and all right to bring any claims, complaints, demands or lawsuits including for personal injuries, death, disease or property losses, or any other loss, and further hereby give up and forever waive any potential claims, right to file a lawsuit, or to seek damages of any kind, whether known or unknown, foreseen or unforeseen against any Nissan Releasees.

By signing this Waiver and Release, which I do on my own behalf and on behalf of the Minor(s), I represent, warrant, and attest that (a) I have read, understand, and agree to the entirety of the terms of this Waiver and Release, (b) I am at least eighteen (18) years of age, am competent to understand and execute this Waiver and Release, and do so knowingly and voluntarily; and (c) I have all legal rights, power, and authority necessary to agree and consent to this Waiver and Release on behalf of myself and the Minor(s). I agree that both I and the Minor(s) shall be bound by all the terms and conditions of this Waiver and Release, and I acknowledge and agree that this Waiver and release is not revocable.

My signature below indicates my acceptance, on my own behalf and on behalf of the Minor(s), of the terms and conditions of this Release.

| Name of Participant (Please Print):                       |  |
|---|--|
| Signature of Participant:                                 |  |
| Name of Parent/Guardian (if Participant is under age 18): |  |
| Signature of Parent/Guardian:                             |  |
| Date:   |  |

# **Student Behavior Agreement**

#### ACKNOWLEDGEMENT OF RESPONSIBILITY

In addition to the waiver and release executed by the participant and/or the parent or guardian of any participant under the age of 18, each student participant agrees to the following:

I have chosen voluntarily to participate in this Conference; I was not required to participate as a requirement of my course of study.

I recognize that I must conduct myself in a manner compatible with local laws and regulations and with any instructions given by Conference leadership or staff. I promise to act responsibly and will become informed of, and will abide by, all laws, regulations, policies and standards. I understand that, if I am found to have violated regulations or instructions, I will be asked to leave the conference and will have no cause of action or recourse against the conference or Nissan.

| Printed Name | Signature |  |
|--------------|-----------|--|
|              | <br>Date  |  |