

For Office Use Only

Initial Arrival Date: _____ Initial Departure Date: _____ Initial Lodging: _____



Facility Registration & Agreement Form

Updated October 2024

Name: _____

Company: _____

Telephone: _____

Email: _____

CONFIDENTIALITY

The undersigned (the "Participant") agrees that Participant shall at all times keep all Confidential Information (as defined below) in the strictest confidence and shall not disclose any such Confidential Information to any other person or entity or use, share, release, disclose, review, edit, modify, replicate, sell, transfer, or otherwise communicate such Confidential Information in any way. "Confidential Information" means all of the following information of or relating to TRC MN LLC or its affiliates including Automotive Enviro Testing LLC (collectively, "TRC MN") and/or its customers and invitees: all confidential information, proprietary information, data, documents, materials (whether written, oral, electronic, or otherwise), images, videos, product information, specifications, business methods, business plans, financial information, product administration and related business relationships, contracts, agreements, customer information, pricing, designs, trade secrets, patents, patent applications, copyrights, service marks, and other intellectual property, computer hardware, computer software and programs, source or object codes, systems analyses, know-how, and other ideas, formulae, discoveries, inventions, improvements, concepts, and methods and such other information unique to the operation and management of TRC MN and/or its customers and invitees; provided that the term "Confidential Information" shall not include any information that (i) is or becomes available to the public other than as a result of a disclosure by Participant or his, her or its affiliates or representatives in breach of this Agreement, (ii) is developed by Participant or his, her or its affiliates and representatives independently of and without use of or reliance on any Confidential Information, or (iii) become available to the Participant on a non-confidential basis from a source other than the TRC MN if such source is not known by Participant or his, her or its affiliates and representatives to be bound by a confidentiality agreement with, or fiduciary obligation owed to the TRC MN or its customers or invitees with respect to such information, or (iv) are in Participant's or his, her or its affiliates or representatives possession prior to the date of this Agreement. For purposes of this Agreement, the word "or" shall mean and / or. Participant acknowledges and agrees that Confidential information also includes observations, photos, videos, and other external sensing system data (e.g. LIDAR) of vehicles, equipment, proposals, tests, test plans, test facility designs and specifications, wireless communications, and any other information identified or considered by TRC MN or its customers or invitees as confidential, or which the undersigned has a reasonable basis to believe that TRC MN or its customers or invitees treat as confidential. Even if any

Confidential Information becomes public otherwise than through a breach of an obligation of confidentiality, the undersigned will not use or disclose such Confidential Information for a period of two (2) years following publication. Participant shall not use any data or other information observed or collected at TRC MN to generate or replicate, digitally or physically, any facility, feature, vehicle, procedure, or other intellectual property owned by TRC MN, or its customers or invitees without express written consent of TRC MN or its customer or invitee, as the case may be. The provisions of this section are in addition to and shall control over any other Participant nondisclosure or confidentiality agreements. TRC MN operates as a multi-user facility and provides secure and proprietary testing and services to all users. As such, TRC MN maintains a policy regarding customer use of any photographic or video media. TRC MN may, in its sole discretion, allow a customer to photographically and videographically document their own vehicle (or other test subject) and the testing of their own vehicle (or other test subject). If TRC MN grants Participant or his, her or its affiliates the privilege of photographing or videographing its own vehicle or test subject, Participants and his, her or its affiliates and representatives agree to comply with any conditions or restrictions TRC MN attaches to such privilege. TRC MN staff may approve and monitor the use of customer photography or videography. TRC MN reserves the right to process any photographic or videographic media used, at customer expense, if it is the opinion of TRC MN that images or videos may have been recorded of items other than the customer's own testing subject. TRC MN reserves the right to destroy any photographic images or videos not directly related to the customer's test or which contain Confidential Information of TRC MN or its other customers or invitees. The decision of TRC MN as to client photography and videography is final.

WAIVER, RELEASE AND INDEMNIFICATION

Participant, on my own behalf as well as on behalf of my spouse, family, heirs, next of kin, assigns, and personal representatives, do hereby agree to the following:

Acknowledgement of Risks: I acknowledge that TRC MN is not supervising my activities while at the TRC MN facilities. I understand and acknowledge that access to or use of the TRC MN property and facilities (the "Facilities") may involve potentially hazardous activities that involve risks, known and unknown, inherent, and otherwise, that cannot be eliminated, and which may cause injury, illness, paralysis or death to myself or other persons and/or damage to property. These risks include, but are not limited to, negligence of TRC MN, physical injury from testing activities, improper supervision, equipment failure, intentional and unintentional physical contact, property conditions, maintenance, or design, known or unknown medical conditions, improper use of equipment and acts or omissions of others, including, but not limited to, other customers, instructors, other participants and other third parties. I accept full and sole responsibility for all risks, both known and unknown, inherent, or otherwise, related to my access to or use of the Facilities and/or participation in activities at the Facilities, and acknowledge that I am voluntarily entering and using the Facilities and/or participating in activities at the Facilities even with knowledge of these risks.

Liability Release: Acknowledging that such risks exist, I hereby **RELEASE AND DISCHARGE** TRC MN and its owners, officers, directors, managers, affiliates, agents, subsidiaries, volunteers, employees, representatives, agents, assigns and/or anyone associated in any way with my access to or use of the

Facilities and/or participation in activities at the Facilities including other customers and their representatives (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to our or my access to or use of the Facilities and/or participation in the activities at the Facilities including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties**. The foregoing release and waiver does not, however, apply to the intentional, willful, or wanton acts of TRC MN or torts committed by TRC MN against Participant.

Indemnification: I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my access to or use of the Facilities and/or participation in any activities at the Facilities, or for my failure to comply with the terms of this Facility Registration & Agreement Form, the policies and procedures of TRC MN or the other agreements between me and TRC MN. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties**. The foregoing agreement to indemnify, hold harmless and defend does not, however, apply to the intentional, willful, or wanton acts of TRC MN or torts committed by TRC MN against Participant.

Covenant Not to Sue: To the maximum extent permitted by law, I covenant (on behalf of myself, my family, my spouse, my heirs, my assigns and my personal representatives) not to sue or to institute or cause to be instituted any action in any federal, state or local agency or court against the Released Parties regarding the matters covered by the release contained in this Facility Registration Agreement and Form. I acknowledge that if I file a charge with or participate in the processing and/or investigation of a charge by state or federal agencies, I agree (on behalf of myself, my family, my spouse, my heirs, my assigns and my personal representatives) not to seek or accept any money damages or any other relief in connection with the filing of any such administrative charges or complaints (or judicial proceedings arising from such charges).

It is the undersigned's express intent that this Facility Registration & Agreement Form shall bind the members of undersigned's family members and spouse, heirs, assigns and personal representative(s), and shall be deemed as a release, waiver, discharge, and covenant not to sue the Released Parties. This Facility Registration & Agreement Form shall be construed in accordance with the laws of the State of Minnesota.

In signing this Facility Registration & Agreement Form, the undersigned acknowledges and represents that he or she has read this Facility Registration & Agreement Form (including the referenced TRC MN Operating Rules & Regulations) in its entirety, understands it, and signs it voluntarily; no oral

representations, statements, or inducements, apart from the foregoing written agreement, have been made; and the undersigned is at least eighteen (18) years of age and fully competent.

This Facility Registration & Agreement Form may be executed may be executed and delivered manually or via facsimile, electronic mail (including .pdf or any electronic signature) or other transmission method and any counterpart so executed shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. I agree and understand that my electronic signature (including any images or symbols adopted by me) are the legal equivalent of my manual or handwritten signature for all purposes.

I have read and fully understand this Facility Registration & Agreement Form and agree to be bound by its terms. I understand that by signing this document I am waiving certain legal rights, including the right to sue the Released Parties. I sign this document freely and willingly.

Printed Name

Company Name

Signature

Date