



PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND NON-DISCLOSURE AGREEMENT

Participant Information:

1. Introduction and Acknowledgement I, the undersigned, acknowledge that I am voluntarily participating in the training activity ("Activity") provided by Northcentral Technical College ("NTC") at its facility located at 1603 Champagne St, Merrill, WI 54452. I understand that by participating in this Activity, I may also be granted access to NTC's facility for a site visit. In consideration of NTC's permission to participate in the Activity and for access to the premises, I agree to the terms of this Release of Liability, Assumption of Risk, and Non-Disclosure Agreement ("Agreement").

2. Assumption of Risk I understand that the Activity involves inherent risks, which may include but are not limited to interaction with virtual experiences (e.g., flashing lights, loud sounds, or surprising visuals), physical activities, and unexpected situations. These risks may result in physical or mental injury, disability, death, or property damage.

I acknowledge that such risks could result from my own actions or inactions, the actions or inactions of others, or the negligence of NTC or its affiliates, including negligent emergency response or rescue operations. Notwithstanding these risks, I voluntarily participate in the Activity with full knowledge of the dangers involved and agree to accept and assume all risks of injury, disability, death, and/or property damage arising from my participation.

3. Waiver of Claims and Release I hereby waive, release, and discharge any and all claims, known or unknown, against NTC and its affiliates, arising out of my participation in the Activity or my access to the facility, even if such claims arise from the ordinary negligence of NTC or its affiliates. I further agree not to bring any claims against Releasees and release them from all liability arising from such claims.

4. Indemnification I agree to defend, indemnify, and hold harmless NTC and its Releasees from any third-party claims, damages, or liabilities arising from my participation in the Activity, including claims resulting from my own negligence or NTC's ordinary negligence. This includes all related costs, such as attorney's fees.

5. Medical Treatment I consent to receive necessary medical treatment if I am injured during the Activity. I understand that I am solely responsible for any costs related to such treatment and release NTC and its affiliates from any liability related to such care.

6. Non-Disclosure of Confidential Information I understand and acknowledge that during the Activity, I may encounter information and materials valuable to NTC and its related entities that are not generally known to the public or competitors. This includes any and all information concerning current, future, or



proposed products, materials, programs, or initiatives of NTC. Such information is to be considered and treated as confidential trade secrets of NTC and shall not be disclosed, disseminated, replicated, utilized, or revealed in any manner to any party.

I agree to keep confidential and not reveal any technology, innovations, methods, methodologies, strategies, internally developed resources, audio and visual content, and other information that I observe, learn, or come into contact with during the Activity. I agree to:

- **Keep all Confidential Information strictly confidential and not disclose it to any third party.**
- **Refrain from removing any documents or materials from the premises without written permission from NTC.**
- **Not photograph or otherwise record any information observed during the visit without prior express permission from NTC.**

7. Governing Law and Jurisdiction This Agreement constitutes the entire understanding between NTC and me concerning my participation in the Activity and my obligations concerning confidentiality. This Agreement shall be governed by the laws of the State of Wisconsin and any legal actions shall be brought exclusively in the state or federal courts located in Marathon County, Wisconsin.

8. Binding Effect This Agreement is binding on me, my heirs, executors, administrators, and assigns, and inures to the benefit of NTC, its successors, and assigns.

9. This Release does not affect your ability to bring a workers' compensation claim against your employer should you incur a worker-related injury or disease per the terms, conditions, and limitations contained in the Workers' Compensation Act.

The undersigned hereby agrees that this transaction may be conducted electronically. The individual understands that conducting this transaction electronically is not consent to conduct any future transaction electronically.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NTC, ITS AFFILIATES, AND THEIR OFFICIALS, MEMBERS, AGENTS, EMPLOYEES, ATTORNEYS, DIRECTORS, OFFICERS, AND INSURERS.

Signature: _____ **Affiliation:** _____

Printed Name / Title: _____ **Date:** _____