

RECIPIENT acknowledges receipt from the Jackson Walsh Foundation (the "Foundation") of the items described in the attached document ("Owlet Smart Sock") as of the date noted below. The Jackson Walsh Foundation seeks to raise awareness, resources and funds for Sudden Unexplained Death in Childhood (SUDC) in honor of our son, Jackson. In support of that mission, the Foundation provides Owlet Smart Socks to RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Owlet Smart Sock "As-Is."

In consideration for accepting the Owlet Smart Sock, RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Assets. The RECIPIENT acknowledges receipt of the following assets donated by the Foundation to the RECIPIENT.

2. No Warranties. The Foundation, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Owlet Smart Sock. Furthermore, in no event shall the Foundation be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from the Foundation's premises.

3. Waiver of Liability. RECIPIENT does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Owlet Smart Sock. The entire risk as to the performance of the Owlet Smart Sock is assumed by RECIPIENT. In no event shall the Foundation or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Owlet Smart Sock. The above limitations on liability apply even though the Foundation may have been advised of the possibility of such damage.

4. Indemnification. RECIPIENT agrees to indemnify and hold harmless the Foundation from any and all claims, liability and damages, arising from the use of the Owlet Smart Sock except those arising from the sole negligence or willful misconduct of the Foundation.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF THE FOUNDATION BY RECIPIENT.

Signature of Authorized Representative: _____ Date: _____