

WAIVER AND RELEASE BY ADULT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT AND UNDERSTAND IT BEFORE SIGNING.

This Waiver and Release applies to the ASIS Austin August Meeting to be held on August 15th, 2024 (the “**Event**”) at 401 Dell Way, Round Rock, TX 78682 owned or leased by Dell Technologies and its worldwide subsidiaries and affiliates including, without limitation, Dell Technologies Inc. and all direct and indirect subsidiaries of Dell Technologies Inc. (collectively hereinafter referred to as “**Dell**”) at which Event the undersigned (the “**Participant**”) will attend and participate.

Participant agrees that Participant will follow any health and safety protocols implemented by Dell.

Participant understands and acknowledges that the Event in which Participant is about to voluntarily engage as a participant bears certain known risks and unanticipated risks which cannot be eliminated, and which could result in injury, death, illness or disease, physical or mental, or damage to themselves and to their property or otherwise (all of the foregoing risks collectively hereinafter referred to as the “**Risks**”). Being aware of the Risks, Participant expressly agrees, covenants and promises to accept and assume all responsibility for the Risks arising from participation in the Event. Participant acknowledges and agrees that attendance at, and participation in the Event are not in the course or scope of Participant’s employment (if a Dell employee). Participant understands Participant’s own responsibilities and that Participant is participating in the Event of its own free will.

Participant represents that Participant is in proper physical condition to participate in the Event and that Participant is eighteen (18) years of age or older.

Participant hereby fully releases, indemnifies, and holds harmless Dell, and all subsidiaries, affiliates and their representatives, agents, and employees (collectively, the “**Released Parties**”), from and against any and all claims (including but not limited to claims related to contracting communicable diseases, including but not limited to COVID-19), demands, causes of action, damages, losses, suits, liabilities, costs, expenses, including attorney’s fees and court costs, and any and all other obligations arising out of, incidental to, or in any way related to or resulting from Participant’s participation in the Event, whether or not caused or alleged to be caused, in whole or part, from the sole, joint, concurrent, and/or comparative negligence or gross negligence, either active or passive, strict liability, or fault of any one or more of the Released Parties.

PARTICIPANT ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT WHICH AFFECTS PARTICIPANT’S RESPECTIVE LEGAL RIGHTS AND OBLIGATIONS; THAT PARTICIPANT HAS READ AND UNDERSTANDS THE TERMS HEREOF; AND THAT PARTICIPANT HAS BEEN AFFORDED THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF PARTICIPANT’S OWN CHOOSING IF PARTICIPANT SO DESIRES. PARTICIPANT HAS CAREFULLY READ, CLEARLY UNDERSTANDS, AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE.

[SIGNATURE PAGE FOLLOWS]

Signature by Participant

Printed Name of Participant:

Date:
