

ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF LIABILITY

THIS ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF LIABILITY (this “Release”) is made by the undersigned person whose name appear on the last page hereof. The undersigned may be referred to in this “Release” as “I” or “me”.

Acknowledgement of Inherent Risks. I, for myself, and my heirs, personal representative, trustees, estate and assigns, understand and acknowledge: (i) that I will, from time to time, use facilities owned or leased by Medicor Technology Learning Institute (“Medicor”) located at 6140 W. Executive Drive, Suite G, Mequon, Wisconsin (the “Facility”); (ii) that I will have access to and use of the Facility, including, without limitation, operating room(s) located in the Facility to observe and operate on cadavers and cadaver material (“Use”) (iii) that in connection with my Use, I will be exposed to and/or use cadavers, cadaver materials (such as, tissues and fluids), x-radiation, sharp instruments, tools and needles (collectively, the “Materials”); and (iv) that my Use of the Facility and the Materials involves certain inherent risks, foreseen or unforeseen, which cannot be eliminated and which may cause serious personal injury, death and disability (“Injuries and Damages”), and which I voluntarily and knowingly undertake. These inherent risks specifically include, without limitation, exposure to (and penetration by) the Materials of my skin and or mucous membranes, damage to my body, malfunction of the Materials or equipment located at the Facility or of my own or others’ equipment, exposure to diseases or viruses and attendant risk of exposure to the foregoing, including, without limitation, illness, sickness or other ailments. I fully understand that Medicor has not tried to contradict or minimize my understanding of these risks. I further understand that there may not be rescue or medical facilities or expertise onsite necessary to deal with the Injuries and Damages to which I may be exposed.

Waiver and Release. I have executed this Release in consideration of being granted access and use of the Facility and the Materials, which I desire, but am not required, to do. I knowingly, voluntarily and irrevocably assume and personally undertake all risks associated with Use of the Facility and the Materials. To the fullest extent allowed by law, I intend to and agree to **WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY AND HOLD HARMLESS** Medicor, together with all of its subsidiaries and affiliates, and its and their respective shareholders, partners, members, directors, trustees, managers, officers, administrators, employees, representatives and agents (collectively, the “Release Parties”) from **ANY AND ALL LIABILITY** on account of, or in any way resulting from death, personal injury, and property damage relating to the Use of the Facility and the Materials and other activities at the Facility, even if caused by the **NEGLIGENCE** of the Release Parties. Such negligence could involve the (i) failure to maintain the Facility and/or the Materials; (ii) failure to maintain or supervise the Facility or the Materials; (iii) failure to properly train me in the conduct of the Use of the Facility or the Materials; (iv) failure to exercise due care toward me and/or my property; (v) failure to provide emergency response services; and (vi) failure to hire, train, and supervise the Facility staff. I understand and intend that this assumption of risk and release is binding upon me and my heirs, personal representative, trustee, estate and assigns. Nothing in this Release shall be construed as a release of any reckless or intentional conduct of Release Parties.

Representatives and Warranties of Participants. I represent and warrant as follows: (i) I have read and understand this Release, and am signing it knowingly and voluntarily; (ii) I understand my legal right to review this Release with my attorney prior to signing and bargain over the terms and conditions set forth herein, and have had full opportunity to do so; (iii) I will exercise due care and caution while engaging in the Use of the Facility and the Materials; (iv) I acknowledge my continued participation is at the discretion of Medicor; (v) I will abide by all local, state, and federal laws, rules and regulations applicable to the Use of the Facility and the Materials; and (vi) I am an adult, of at least eighteen (18) years of age and competent to enter into and make this Release in my own name.

Consent: I authorize Medicor to copyright, use and show for advertising, trade or other lawful purposes, any photographs, films, videos or other recordings of my likeness, image and/or voice that may be made at the Facility without additional compensation to me.

Applicable Law; Severability. This Release is made, delivered and entered into in the State of Wisconsin, and shall be governed by the internal laws of the State of Wisconsin, without regard to conflicts of laws provisions thereof. If a provision or any part of any provision of this Release is held to be invalid or legally unenforceable for any reason, the remainder of this Release shall not be affected thereby and shall remain valid and fully enforceable.

PLEASE READ BEFORE SIGNING

I have read, fully understand, and am signing this Release for good and valuable consideration, intending to be legally bound by its terms and conditions, as of the date set forth opposite my signature below:

Print Name

Signature

Date:
