

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND LICENSE AGREEMENT

IMPORTANT: THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOU SHOULD CAREFULLY AND COMPLETELY READ THE ENTIRE DOCUMENT BEFORE ENTERING THIS AGREEMENT. THIS AGREEMENT IS PROVIDED TO, AND FOR THE BENEFIT OF, PHIDIAX, LLC ("PHIDIAX"), A KEY SPONSOR AND PARTICIPANT IN THE EVENT. PHIDIAX IS NOT AFFILIATED WITH OR RELATED TO SHAREPOINT SATURDAY.

IN CONSIDERATION of being permitted to participate in any way in, to attend, or otherwise being permitted to access the **SHAREPOINT SATURDAY DENVER "SPS DENVER"** event on Saturday, November 9, 2013 and any related activities ("**Event**"), I, for myself, my personal representatives, predecessors, successors, assigns, heirs, and next of kin, enter into this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND LICENSE AGREEMENT ("**Agreement**") and:

1. ACKNOWLEDGE AND UNDERSTAND THAT the Event is independent of other SharePoint Saturday events and that while Phidix is a key participant in and title premier sponsor of the SPS Denver event, Phidix is not affiliated with "SharePoint Saturday" and has no responsibility for, and hereby expressly disclaims any and all liability arising from or in connection with the SPS Denver event or other SharePoint Saturday events, any content relating to or presented at the Event or other SharePoint Saturday events, as well as any acts or omissions of any parties in connection with the same.
2. ACKNOWLEDGE, agree, and represent that I understand the nature of the Event and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest Event representative as well as the nearest venue official and discontinue further participation in the Event.
3. FULLY UNDERSTAND THAT: (A) THE EVENT IS TO BE HELD IN A PUBLIC VENUE OR OTHER LOCATION WHICH INVOLVES RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("**RISKS**"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE EVENT, THE CONDITION OF THE VENUE IN WHICH THE EVENT TAKES PLACE, OR THE NEGLIGENCE OF THE "**RELEASEES**" NAMED BELOW; (C) THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND I FULLY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN OR ATTENDANCE AT THE EVENT.
4. GRANT TO PHIDIAX AND ITS AFFILIATES, A ROYALTY-FREE, WORLDWIDE, PERPETUAL, NONEXCLUSIVE RIGHT AND LICENSE TO RECORD, RE-BROADCAST, ADAPT OR OTHERWISE USE, WITHOUT LIMITATION OR ATTRIBUTION, AND TO AUTHORIZE OTHERS TO RECORD, RE-BROADCAST, ADAPT OR OTHERWISE USE ANY MATERIALS OR INFORMATION SUBMITTED, PRESENTED OR PROVIDED IN CONNECTION WITH THE EVENT (INCLUDING, BUT NOT LIMITED TO, ANY PARTICIPATION IN THE EVENT) AND FURTHER REPRESENT AND WARRANT THAT (I) I AM THE OWNER OF ALL OF THE RIGHTS WHICH MAY BE CLAIMED IN ANY SUBMITTED, PRESENTED, OR PROVIDED MATERIALS OR INFORMATION (INCLUDING ANY COPYRIGHT); OR (II) MY EMPLOYER IS THE OWNER OF ALL RIGHTS WHICH MAY BE CLAIMED IN THE SUBMITTED MATERIALS (INCLUDING ANY COPYRIGHT) AND HAS AUTHORIZED ME TO MAKE SUCH SUBMISSION OR PRESENTATION AND GRANT THE NONEXCLUSIVE RIGHTS SPECIFIED HEREIN; OR (III) TO THE EXTENT THAT SOMEONE OTHER THAN ME OR MY EMPLOYER CONTRIBUTED TO THE SUBMITTED OR PRESENTED MATERIALS, INCLUDING BY A WORK MADE FOR HIRE ARRANGEMENT I HAVE OBTAINED THE NECESSARY CONSENT(S) FROM ANY AND ALL SUCH PERSON(S) AND ENTITIES THAT OWN ANY COPYRIGHTS AND OTHER RIGHTS IN THE SUBMITTED, PRESENTED OR PROVIDED MATERIALS OR INFORMATION TO MAKE THE SUBMISSION, PRESENTATION OR PROVISION AND TO GRANT THE NONEXCLUSIVE RIGHTS SPECIFIED HEREIN.
5. **HEREBY COMPLETELY AND FULLY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PHIDIAX, ITS AFFILIATES, AND OTHER PARTIES ASSOCIATED WITH THE ORGANIZATION OF THE EVENT (INCLUDING, BUT NOT LIMITED TO, SPONSORS, ORGANIZERS, ADVERTISERS AND OTHER PARTICIPANTS) AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, OWNERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS, ATTORNEYS, PARENTS, SUBSIDIARIES, DIVISIONS, AFFILIATES, PARTNERS, INSURERS, PREDECESSORS AND SUCCESSORS IN INTEREST, REPRESENTATIVES, AND ASSIGNS, AND, IF APPLICABLE, OWNERS OR LESSORS OF ANY PREMISES ON WHICH THE EVENT TAKES PLACE, (EACH CONSIDERED ONE OF THE "**RELEASEES**" HEREIN) OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHETHER BASED UPON EQUITY, TORT, CONTRACT, STATUTE, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY, WHETHER DIRECT OR DERIVATIVE, AND WHETHER COMPENSATORY OR PUNITIVE, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN ANY PART BY THE NEGLIGENCE OF THE "**RELEASEES**" OR BY REASON OF ANY MATTER, CAUSE, OR THING WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EVENT OR MATERIALS RELATING THERETO. I FURTHER AGREE THAT IF, DESPITE THE AGREEMENT, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY ONE OR MORE OF THE RELEASEES MAY INCUR AS THE RESULT OF SUCH CLAIM.**

BY SUBMITTING MY REGISTRATION, I AGREE THAT I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THE TERMS HEREOF AND AGREED AND ENTERED INTO THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THE

AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.