Puget Sound Venture Club For Startups: Release and Waiver of Claims

In order to induce Puget Sound Venture Club (the "Club") to schedule time for a presentation of the business plans of (the "Presenter"):

1. The Presenter acknowledges that it has requested the opportunity to make a presentation, and that no promises or representations have been made or implied relative to the likelihood of obtaining financing or any other benefit from the Club or any person affiliated with it, or as to the ability or desire of any such person to invest, and that the Club by agreeing to permit such a presentation is not endorsing or promoting the business or proposed offering of the Presenter;

2. The Presenter acknowledges that it has requested a mailing to the Club's distribution list and is solely responsible for the contents and consequences of any such mailing relative to Presenter; the Presenter further warrants that it has consulted its own legal counsel as to the effect of the presentation or mailings upon the availability of various securities laws exemptions, that presenter is solely responsible for conducting its own inquiry as to the availability of such exemptions, and that no representations have been made as to whether any person affiliated with the Club may be a qualified investor under any particular securities law exemption;

3. The Presenter acknowledges that (a) the Club shall have no obligation to screen or eliminate actual or potential competitors of the Presenter from the audience (the Presenter shall have the sole responsibility for any investigation or screening in such regard); (b) the Club and all persons affiliated with it do not, solely by reason of hearing the presentation, have any duty to or agreement with the Presenter to preserve the confidentiality of any information contained in the presentation; and (c) the Presenter accepts all risks associated with deciding whether to include in or withhold from the presentation any proprietary or confidential information concerning the Presenter of its business or plans;

4. The Presenter recognizes that the Club is not a partnership or legal entity but is only a loose association of individuals acting strictly in their own self-interest and not in concert; and the Presenter therefore hereby waives and releases all claims against the Club and (except as indicated below) all persons affiliated with it, for any loss or damage of any nature whatsoever arising (a) out of the scheduling or occurrence of the presentation or (b) out of the actions of any other person (including any other person affiliated with the Club) after the presentation (which other person shall not, however, be hereby released from any liability arising out of his or her own actions); and

5. The person signing below hereby represents and warrants to the Club that (a) he/she has all requisite authority to execute this Release and Waiver on behalf of the Presenter; (b) this Release and Waiver is binding and enforceable against the Presenter in accordance with its terms; (c) the undersigned has had adequate time to consider the effect of this Release and Waiver upon Presenter's legal rights and to discuss the same with Presenter's or the undersigned's legal counsel; and (d) neither the Club nor any person affiliated with the Club has offered any legal advice to the undersigned in connection with the signing of this Release and Waiver.

PRESENTER:
Ву:
Title:

DATED: