
Release, Waiver Of Liability, Defense, Indemnification And Hold Harmless Agreement

Last updated: 3/27/2020

You acknowledge that you understand that Hydra Research LLC (“Hydra Research”) is acting as a good samaritan and by manufacturing face shields (“Product”) and sharing the Design for the manufacture of these face shields. We do not certify the Product, Design, or components operate properly or satisfy any regulatory requirements. This Release, Waiver of Liability, Defense, Indemnification and Hold Harmless Agreement (“Agreement”) is meant to reflect the fact that Hydra Research offers the Product and Design as an experimental device, without warranty of any kind. The person signing below (“You”) is either the individual recipient of the Product or Design if the individual recipient is an adult under the laws of the relevant jurisdiction or the parent or legal guardian of the child if the individual recipient is a child under the laws of the relevant jurisdiction.

You agree that the Product and Design provided to You by Hydra Research or by any individual associated with Hydra Research is provided “AS IS” and without representations or warranties of any kind, express or implied. By accepting the Product and or Design, you further acknowledge that such Product or Design has not been evaluated or approved by any regulatory authority.

You understand that the Product and Design provided by Hydra Research is meant to benefit society. If You are an adult under the laws of the relevant jurisdiction and are the individual recipient, you acknowledge that You understand the potential risks of the use of the Product or Design and expressly assume such risks. If the individual recipient is a child under the laws of the relevant jurisdiction, You represent that You are the parent or legal guardian of the child and that You understand the potential risks of the use of the Product or Design and expressly assume such risks on behalf of the individual recipient.

Furthermore, You (either for yourself or your child) release and forever discharge Hydra Research from any and all liability for acts or omissions— including negligent acts or omissions—causing damage, loss, injury, or death to the individual recipient or others

from the use of the Product or Design. You agree to defend, indemnify and hold Hydra Research harmless from any and all liability or loss—including liability for negligence—arising in conjunction with or resulting from the individual recipient’s use of the Product or Design (including all attorney’s fees and expenses incurred by Hydra Research).

You further understand and agree that Hydra Research and any individual associated with Hydra Research shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the Product or Design provided by Hydra Research or any individual associated with Hydra Research.

Any information provided by Hydra Research and any individual associated with Hydra Research is not intended to be relied upon to protect from, diagnose or treat a health problem or disease, and Hydra Research makes no claims regarding the Product or Design or the components. You should consider a consultation with a qualified health care provider prior to purchasing the Product or providing face shields manufactured pursuant to the Design. Any statements made by Hydra Research are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner.

You acknowledge that this Agreement is governed by the laws of the State of Oregon (without reference to its conflict of law provisions) and the parties intend that this Agreement be interpreted as broadly and inclusively as permitted by law. If any portion of this Agreement is found to be invalid for any reason, the remainder of the Agreement shall continue to remain in full force and effect and shall continue to be binding.

By accessing, by purchasing this face shield (Product), or downloading the Designs for this face shield, You acknowledge that You have carefully read the foregoing provisions, understand their contents, and agree with and to each and every provision herein.