**CCDL TRAINING WAIVER**

The database and websites located at <https://www.ccdatalab.org>, <https://cognoma.org>, <http://www.refine.bio> or any subdomains thereof (collectively, the “**CCDL**”) is supported by Alex’s Lemonade Stand Foundation (“**Alex’s**,” “**we**,” “**our**,” or “**us**”). From time to time, we may offer training related to data analysis including, but not limited to, use of the CCDL (the “**Training**”).

Please read the terms of this Waiver carefully. All participants of the Training must expressly agree to this Waiver before participating. Therefore, by signing below or by clicking “I agree” (as applicable), you hereby freely and voluntarily agree that:

* You have read and fully understand, you agree to, and you will at all times abide by the terms of the Terms of Use for the CCDL and this Waiver. Without limiting the foregoing, you may not use the CCDL or the Training, or any associated information or materials, for any purpose or in any manner that is unauthorized, illegal, or unethical, and you may not post or transmit any material that is infringing, libelous, harmful, harassing, threatening, inappropriate, misleading, unlawful or tortious or that violates any third party rights. If the Training is provided on a remote or hosted basis, you may only access the Training via authorized connections for the authorized purpose in the authorized manner. You may not copy, modify or create derivative works of the Training.
* You understand and agree that we may use any suggestions, ideas, or other feedback you provide in any manner, for any purpose and at any time without compensation or attribution to you.
* You hereby grant Alex’s the right to record the Training and to use photos, videos or other images or audio of you for legitimate purposes related to the Training or the CCDL.
* You consent to the collection and use of your information in accordance with the Privacy Policy for the CCDL.
* You understand and agree that your access to or use of any third party websites, services, data, or other content in connection with the CCDL or the Training is at your sole risk. You further understand and agree that we do not endorse and will not be responsible for any such content.
* **The Training is provided “as is” and without any warranty of any kind, and your access to or use of the Training is at your sole risk. ALL CONTENT ACCESSIBLE IN CONNECTION WITH THE CCDL OR THE TRAINING IS FOR INFORMATIONAL PURPOSES ONLY. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING, AND EXPLICITLY DISCLAIM THE APPROPRIATENESS OR APPLICABILITY OF ANY CONTENT TO, ANY SPECIFIC PATIENT’S CARE OR TREATMENT. NOR DO WE MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE, OR THE RESULTS OF THE USE, OF ANY CONTENT IN TREATMENT. DATA AND OTHER CONTENT ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE ON ANY MATTER, MEDICAL OR OTHERWISE. ALWAYS SEEK THE ADVICE OF A QUALIFIED HEALTH PROFESSIONAL. ANY CLINICIAN IS EXPECTED TO USE INDEPENDENT MEDICAL JUDGMENT IN THE CONTEXT OF INDIVIDUAL CLINICAL CIRCUMSTANCES OF A SPECIFIC PATIENT’S CARE OR TREATMENT.**
* Except for reasonable, documented expenses incurred by you in connection with the Training that Alex’s has expressly agreed in writing and in advance to pay or reimburse specifically to you, if any, you hereby waive and forever release Alex’s, and any individual or entity associated with the Training, together with our and their respective employees, directors, officers, representatives, successors, and assigns, from all claims or liabilities of any kind arising out of or related to your participation in the Training (including, but not limited to, any injury or property damage incurred in connection with any associated travel), regardless of when any such claims or liabilities arise and regardless of whether arising out of any negligence by or on behalf of us.
* You hereby represent that you are at least 18 years of age, and you acknowledge having read and agreed to the terms of this Waiver. You understand and intend that this Waiver is binding on your representatives, heirs, executors, administrators, and assignees.

This Waiver has legal consequences, will affect your legal rights, and will limit your ability to bring future legal actions. If you have any questions or concerns about the CCDL, the Training, or this Waiver, you may contact us by email at [ccdl@alexslemonade.org](mailto:ccdl@alexslemonade.org).

ACKNOWLEDGED AND AGREED:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_